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REPORTS

FROM

COMMISSIONERS:

FIFTEEN VOLUMES.

—(15.)—

BORNEO;
LOCAL ACTS (PRELIMINARY INQUIRIES);
WOODS, FORESTS AND LAND REVENUES.

Session

12 *December* 1854——14 *August* 1855.

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1854-55.

REPORTS FROM COMMISSIONERS:

1854-55.

FIFTEEN VOLUMES:—CONTENTS OF THE

FIFTEENTH VOLUME.

N. B.—*THE* Figures *at the* beginning of the line, *correspond with the* N° *at the foot of each* Report; *and the* Figures *at the* end of the line, *refer to the* MS. Paging *of the Volumes arranged for The House of Commons.*

BORNEO:

[1976.] REPORTS of the COMMISSIONERS appointed to inquire into certain Matters connected with the Position of Sir *James Brooke* - - - - p. 1

LOCAL ACTS (PRELIMINARY INQUIRIES):

110. COPIES of ADMIRALTY REPORTS under the Preliminary Inquiries Act:

1. Belfast and County Down Railway - - - - - - 473
2. Carlisle and Silloth Bay Railway and Dock Company - - - 475
3. Carmarthen and Cardigan Railway - - - - - - 477
4. Cork and Youghal Railway - - - - - - - 479
5. Glasgow, Dumbarton and Helensburgh Railway - - - - 481
6. Stockton and Darlington Railway - - - - - - 483
7. Swansea Vale Railway - - - - - - - - 485
8. Somerset Central Railway - - - - - - - - 487
9. Dundalk Harbour and Port - - - - - - - 489
10. Sunderland Dock - - - - - - - - - 491
11. East Kent Railway - - - - - - - - - 493
12. East of Fife Railway - - - - - - - - - 495
13. Stokes Bay and Isle of Wight Railway, Pier and Telegraph - - 497
14. Fergus Estuary Reclamation - - - - - - - 499
15. Dagenham Docks - - - - - - - - - 501
16. Hoarwithy Bridge - - - - - - - - - 503
17. South Wales Railway Consolidation - - - - - - 505
18. Maryport and Carlisle Railway - - - - - - - 509
19. Newcastle-upon-Tyne New Streets and Improvements - - - 511
20. Gateshead Quays and Improvements - - - - - - 513

LOCAL ACTS (PRELIMINARY INQUIRIES)—*continued.*

21. Exeter and Exmouth Railway - - - - - - - p. 515
22. Llinvi Valley Railway and Bridgend Railway - - - - 517
23. Oxford, Worcester and Wolverhampton Railway - - - - 519
24. Newtown and Oswestry Railway - - - - - - 521
25. Folkestone Improvement - - - - - - - - 523
26. Ayr Harbour - - - - - - - - - - 525
27. Glasgow Corporation Waterworks - - - - - - 527
28. London and South Western Railway - - - - - - 529
29. Hartlepool Pier and Port - - - - - - - - 531
30. West Somerset Mineral Railway - - - - - - - 549
31. Grand Surrey Canal Company - - - - - - - 551
32. Weymouth Waterworks - - - - - - - - 553
33. Barrow Harbour - - - - - - - - - 555
34. Great Western and Brentford (Thames Junction Railway) - - 561
35. East Kent Railway (Extension to Dover) - - - - - 563

WOODS, FORESTS AND LAND REVENUES:

358. THE TWENTY-THIRD REPORT of the COMMISSIONER of HER MAJESTY'S WOODS, FORESTS and LAND REVENUES; in obedience to the Acts of 10 Geo. 4 (c. 50), and 2 Will. 4 (c. 1). Being the FOURTH REPORT under the Act of the 14 & 15 Vict. (c. 42). Dated 28 June 1855 - - - 565

BORNEO.

REPORTS

OF THE

COMMISSIONERS

APPOINTED TO

INQUIRE INTO CERTAIN MATTERS

CONNECTED WITH

THE POSITION

OF

SIR JAMES BROOKE.

Presented to both Houses of Parliament by Command of Her Majesty.
1855.

LONDON:
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976

LIST OF PAPERS.

			Page
Mr. Seymour to Lord Wodehouse	April	10, 1855	1
Inclosures.			
1. The Governor-General of India in Council to the Honourable the Court of Directors of the East India Company ..	February	8, ——	1
2. Mr. Prinsep to the Secretary to the Government of India ..	January	13, ——	1
3. Mr. Prinsep to the Governor-General of India in Council ..	January	6, ——	2
4. The Honourable H. B. Devereux to the Secretary to the Government of India	January	11, ——	6
5. Memorandum on the position of Sir James Brooke at Sarawak as a Dependent or an Independent Ruler			12
6. Memorandum on the Piracy of the Serebas and Sakarran Dyaks			21
Minutes of Proceedings under the Commission			40

APPENDIX.

Correspondence, &c., referred to in Mr. Prinsep's Report	55
Act No. XV of 1854	87
Evidence taken under the Commission	90
Statement of Sir James Brooke, with Papers annexed	220
Miscellaneous Papers	374
SUPPLEMENT TO THE APPENDIX	460

Reports of the Commissioners appointed to inquire into certain matters connected with the Position of Sir James Brooke.

Mr. Seymour to Lord Wodehouse.

My Lord, *India Board, April* 10, 1855.

I AM desired by the Commissioners for the Affairs of India to transmit to you, for the information of the Secretary of State for Foreign Affairs, a copy of a letter dated the 8th February, 1855, which the Court of Directors of the East India Company have received from the Governor-General of India in Council, with the reports made by the Commissioners who, at the instance of the Earl of Clarendon, were appointed by the Government of India to inquire into certain matters connected with the position of Sir James Brooke, Her Majesty's Commissioner and Consul-General in Borneo.

I have, &c.
(Signed) HENRY DANBY SEYMOUR.

Inclosure 1.

The Governor-General of India in Council to the Hon. the Court of Directors of the East India Company.

Fort William, Foreign Department,
Honourable Sirs, *February* 8, 1855.

WITH reference to our despatch dated the 4th August last, intimating the appointment of Mr. C. R. Prinsep and the Honourable H. B. Devereux, as Commissioners to inquire into certain matters connected with the position of Sir James Brooke, Her Majesty's Commissioner and Consul-General in Borneo, we have now the honour to forward to you, for submission to Her Majesty's Government, copies of the reports submitted by the Commissioners, with their Annexures in original.

(Signed) DALHOUSIE.
J. DORIN.
J. LOW.
J. P. GRANT.
B. PEACOCK.

Inclosure 2.

Mr. Prinsep to the Secretary to the Government of India.

Sir, *Calcutta, January* 13, 1855.

I HAVE the honour to transmit herewith the separate reports of myself and my brother Commissioner, the Honourable H. B. Devereux, upon the matters of inquiry comprised in the Commission directed to us by the Right Honourable and Most Noble the Governor-General in Council, bearing date the 7th day of July now last past; together with the evidence taken under the Commission, and the proceedings and correspondence thereon. Also the Order of Her Majesty in Council, with your despatch inclosing the same, which reached us the 15th of November last, and the papers and documents entrusted to us, all which are herewith returned.

I have to express my regret that a difference of opinion between myself and my brother Commissioner on the result of the evidence, has occasioned a longer delay in making this report than I had anticipated.

I have, &c.

(Signed) C. R. PRINSEP, *Commissioner.*

Inclosure 3.

Mr. Prinsep to the Governor-General of India in Council.

My Lord, *Calcutta, January* 6, 1855.

IN pursuance of the Commission from the Most Noble the Governor-General in Council, herewith returned (dated the 7th day of July, 1854), and of the letter of instructions from Mr. Secretary Edmonstone, bearing 7th July, 1854, which accompanied it, we embarked for Singapore on the 17th day of August now last past, and arrived there on the 29th day of the same month, having previously transmitted and caused to be published at Singapore copies of the above Commission, with notices of our appointment, and intention to open the Commission on our arrival. We also at the same time forwarded, through the authorities of Singapore, a letter to Sir James Brooke,* apprising him of our appointment, and intention to proceed to Singapore on the business of the Commission; which having been accordingly forwarded, we received at Singapore the letter from Sir James Brooke herewith annexed, marked No. 2.†

On our arrival at Singapore we found that, by order of the local authorities, the opening of the Commission at Singapore had been announced to take place on the 11th day of September; before which time Sir James Brooke having announced his own arrival there, the Commission was accordingly opened on the 11th day of September, in presence of Sir James Brooke.

Before that meeting, we had received from Mr. R. C. Woods the paper annexed, marked A, followed up by his letter A 1 (which led to the correspondence annexed, A 2 to A 7); by which and our Minutes it will be seen that we declined to proceed upon the matter of his communication, with the ground of our so doing. We also, on the 7th day of September, received from Mr. W. Napier the accompanying application, marked C, on which also we declined to proceed, for the reasons stated in the correspondence herewith, marked C 1 to C 6. An application was subsequently preferred by the Singapore Agent of the late Eastern Archipelago Company, as by the papers hereto annexed, marked D to D 9, will appear. On this also we declined to enter, as a matter already disposed of by the Treaty with the Sultan of Borneo in May 1847,‡ and not within the terms of our Commission from the Governor-General. But in order to prevent the necessity of future inquiry, we offered to receive and transmit any statements or evidence that should be tendered at Singapore on the subject of the representation, if not objected to by Sir James Brooke. But that gentleman positively refusing to consent, unless we would proceed to Labuan or Borneo, and go fully into the matters theretofore in controversy between himself and the Eastern Archipelago Company, which we did not think ourselves justified in doing, we contented ourselves with receiving the written statement of the Singapore Agent for the Company, and recording the above refusal of Sir James Brooke. We also received from Mr. R. C. Woods, on the part of himself and those for whom he was acting, an application respecting witnesses in India (O), which, with our reply (O 1) and subsequent correspondence (O 2, O 3), is annexed.

Having above given the abstract of those proceedings under the Commission, which may be considered as incidental, I now submit the statement of the matters upon which we entered, and subjoin my own conclusions upon them. Of the objects of inquiry, divided under the four several heads in the Commission of his Lordship the Governor-General in Council, specified, that which appeared to us to have occasioned the issue of our Commission, and was also the one insisted upon by Sir James

* See copy of letter of August 4, 1854. No. 1.

† Dated Sarawak, August 26, 1854.

‡ See Parliamentary Papers, No. 1, p. 1.

Brooke to be first inquired into, was, the matter set forth in the address of certain merchants and inhabitants of Singapore to Mr. Joseph Hume, and by him laid before Her Majesty's Secretary of State for the Colonies, alleging certain atrocities to have been committed on the coast of Borneo, and urging the necessity of inquiry.* To this we were required by Sir James Brooke, as well as prompted by our own conviction, to give the first attention; and it was not without surprise that, at the first and second meetings of the 11th and 14th September, no one appeared to support the charges. Being thus left to enter upon them without assistance, we had no other course but to resort to what appeared the most likely means of obtaining the requisite information, *i. e.* the issuing of subpœnas to such of the subscribers of the address to Mr. Hume as were likely to be able, either to give personal evidence, or at least to inform us how and where such evidence could be found. We accordingly commenced by causing subpœnas to be served on several of the subscribers to the address above mentioned. This measure occasioned the presentation of the document annexed, marked N; but it also resulted in the appointment, by several of the subscribers of the address to Mr. Hume, of Mr. R. C. Woods, himself one of them, and a professional law agent of the Court of Judicature at Singapore, to conduct the inquiry on their behalf.† That gentleman accordingly attended on his own and their part; called fourteen several witnesses;‡ and submitted a requisition for the production of certain others not then at Singapore, or within our competence, and which we had no power to act upon.§ His admission to take part in the proceedings appears to have given such offence to Sir James Brooke, that he thenceforth not only withdrew personally from the inquiry into the matters of the address, but declined to appear on that head of inquiry by any attorney or representative.‖ We were, however, assisted in the inquiry by Mr. Aitkin, as the professional agent of certain merchants and inhabitants of Singapore,¶ who had in 1849 presented to Sir James Brooke an address of commendation, and by whose aid, seconded, as I had reason to believe, by the voluntary exertion of the agents of Sir James Brooke, we procured most of the evidence I am now able to submit.**

I have reason to think that more evidence from Borneo would have been procured at Singapore, from the traders and nakodahs who annually resort in large numbers to Singapore, and were in the port during the greater part of the inquiry, but for the apprehension of detention and inconvenience disseminated amongst them, as we were informed, by the personal opponents of Sir James Brooke, or their professional agent above mentioned. In this manner we procured the attendance of the several witnesses specified in the list hereto annexed, marked S. Having exhausted all the evidence we could procure at Singapore, on the question of piracy, and the matters of the above address, we proceeded to the three other heads of inquiry; into which Sir James Brooke had declined to enter, until the matters of the address should have been exhausted. The result of that inquiry is hereafter stated. At the close of the above proceedings, it became a question whether to proceed to Labuan or the coast of Borneo, even should we receive from England the requisite authority for the latter, which had not reached us, and arrived three days only before we embarked on our return to Calcutta. But, after duly considering the evidence on the part of the subscribers of the address above mentioned, as contrasted with that we had ourselves procured with the assistance above stated, we had already come to the determination that there was no occasion to incur the great expense and delay of a visit to Labuan and the coasts of Borneo, in quest of further evidence, unless instructions sent with the expected Commission from England should make it our duty to undertake the voyage, which at that season of the year was represented as both tedious and harassing. As

* See Parliamentary Papers, p. 3, presented in pursuance of Address of June 30, 1852, p. 15.

† See his letter of appointment annexed, marked P.

‡ See those in List S, marked (*).

§ See correspondence herewith marked O to O 3.

‖ See his Protest annexed, marked Q; also Q 1 and 2, 3 and 4, 5 and 6.

¶ See his appointment, marked R. See Parliamentary Papers, presented to the House of Lords, April 29, 1850, p. 26.

** P, 30 witnesses: see List S, marked (†).

the expected Commission, which did not reach us till the 15th November, was not accompanied by any instructions which could vary the determination we had previously formed, we did not consider ourselves justified in putting Her Majesty's naval service in requisition, but acted on the conclusion previously formed and closed the Commission.

Having above set forth the proceedings under the Commission, and our reasons for closing it at Singapore, I beg to say that being unable to take on all points the same view of the result of the evidence as that taken by my brother Commissioner, or even to obtain his concurrence in the statement of our proceedings under the Commission, I have drawn up this separate report of them, which I humbly submit to your Lordship, for transmission to the Home authorities, together with my opinion as to the result of our inquiries, which is hereto subjoined.

I have, &c.

(Signed) C. R. PRINSEP.

P.S.—Herewith are also transmitted: an address from certain Chinese merchants and settlers at Singapore (marked Z), with translations; also incidental communications and proceedings under the Commission, on which I have not thought any comment necessary.

C. R. P.

Opinion.

In consequence of some difference of opinion between myself and my brother Commissioner, I now submit my separate opinion.

And first, as to the matters of the above address of certain merchants and residents of Singapore to Mr. Hume, it appears to me, that although Mr. R. C. Woods, one of the parties to it acting on behalf of himself and such other of them as had retained him, produced sixteen several witnesses in support of the statements therein urged, not one of them deposed to any facts within his own knowledge which negatived the practice of piracy by the tribes of Serebas and Sakarran, on the coast of Borneo,; while three of the witnesses called by him (and noted in the margin) deposed to specific piratical acts of those tribes; and another, who deposed only to the result of inquiries and research, rather establishes than controverts their piratical character.

W. Wilkinson.
R. Hentig.
Datoo Patingi.
W. Napier.

On the other hand, twenty-four of the witnesses subpœnaed by ourselves, together with Mr. J. Bonduat, late Resident and Superintendent of the Dutch Settlement of Sambas, in Borneo (who happened to pass through Singapore on his way to Europe, and volunteered his evidence), deposed expressly to acts of violence at sea, or on the coasts of Borneo, at various periods within the last twenty years, to which acts I can ascribe no other character than that of piracy, though committed by a race ill-provided with sailing-vessels, or such weapons of offence as are employed by Europeans.

F. Bondriot, Esq.
Tan Kim Loa.
Wee Guan Wee.
St. John Arnold Rappa.
Pangeran Serail.
Moosah.
Nakodah Luma.
Mataip.
Abdul Kasim.
Orang Kaya Dano Makota.
Nakodah Mahomed.
Nakodah Abdulla.
Nakodah Hajee Achmat.
Lo Choon Chang.
Retti.
Nakodah Moomin.
Badder.
Abdul Rahim.
Nakodah Ally.
Hajee Mahomed Sahat.
Mahomed Lally.
Spenser St. John.
Nakodah Boogang.
Nakodah Moora.

It was urged that their attacks were nothing more than acts of intertribal hostility, of the existence of which there was indubitable evidence. But this character could scarcely be given to inroads and wholesale slaughter in the Dutch Settlements of Sambas and Pontianak, of which at different periods there was distinct evidence; nor to the attacks by sea on the Malayan Settlements of Oya, Egan, &c., on the north-west coast of Borneo, between Sarawak and Sambas, which had nothing of the character of intertribal warfare; and although the acts of piracy in evidence principally concerned the native inhabitants or traders of the coast of Borneo, yet there was distinct evidence of threats or attempts of piratical attack on vessels of the subjects of European Settlements and their property, which justified the suppression by European Powers of these tribes as piratical hordes. I think, therefore, that the charge of wrongful and causeless attack and massacre, suggested as matter of inquiry, as the parties to the address would now have it understood, has wholly failed of proof on their part, and has been sufficiently negatived by the evidence to the contrary. At the same time, I cannot resist the conclusion, drawn from the evidence before me, that the attacks on these piratical tribes, both by Captain Keppell and Captain Farquhar, were

prompted rather by consideration for the injuries sustained from them by the inhabitants and settlers of Sarawak, than by any injuries, or complaints of injuries, sustained by British subjects; nor can I withhold my opinion that the great sacrifice of life which, with all the barbarities of uncivilized warfare, immediately followed the operations of Captain Farquhar, and appeared by the evidence to have ensued in consequence of the pursuit of the Serebas and Sakarran fugitives up the rivers and creeks of their country, chiefly by native volunteer allies, who had previously been sufferers in a similar way from the piratical and hostile attacks of the tribes in question, is much to be lamented, as having taken place in operations effected at the suggestion of a Representative of Great Britain, and by and under the command of British officers. We had no evidence, nor do I see any ground of inference, that any such acts of savage warfare were perpetrated, either under the orders or with the previous sanction of Sir James Brooke. On the contrary, it appeared by the evidence of the witnesses noted in the margin, that he had not only done his utmost to put down the commission of such atrocities by the subjects of his own Raj, but that on the expedition of Captain Farquhar, he exerted his influence to check them, by the offer of a reward per head for captives brought in alive. Yet it came out in evidence, that a Sarawak spy-boat under his own orders had, on that expedition, brought alongside his vessel three heads recently taken by themselves from the hostile tribe, whereby it clearly appeared that neither the authority of Sir James Brooke, nor his offer of reward for prisoners brought in alive, was sufficient to deter even the subjects of his own Raj from atrocities revolting to European feelings, and wholly inconsistent with civilized warfare. I cannot but consider this unfortunate consequence of acting in concert with savage allies, to be a strong ground against the investing an individual, holding authority under a half-savage chieftain as hereafter mentioned, with any such official character under the Crown of Great Britain as that then held by Sir James Brooke.

Spenser St. John. C. T. Grant. H. W. Parr.

Datoo Patingi. Spenser St. John. C. T. C. Grant.

Datoo Patingi. C. T. C. Grant.

Having thus disposed of the only matter of inquiry comprised under the third head of our instructions, which was brought before us, and which we held ourselves competent to enter upon, I have further to report—

On the first and second heads of inquiry, that we had little to do on either of these points, inasmuch as Sir James Brooke at once admitted that his position at Sarawak, "as holding territory under grant from the Sultan of Borneo," was "inconsistent and incompatible with his character of British Consul-General and Commissioner for Trade, under the Crown of Great Britain;" that he had all along been aware of the inconsistency; and that, under that impression, he had already tendered his resignation, and had since his last return from Europe to Sarawak, abstained from exercising the functions of those offices. I have in my above remarks on the third head of inquiry, given reasons of my own for concurring in the conviction of that inconsistency. However, I do not find that Sir James Brooke has, since his appointment to the offices in question under the British Crown in 1847, been a "trader in the produce of the territory under his control;" on the contrary, it appeared that at or before his appointment to those offices, he had ceased to be himself a trader; that even the working of the antimony ore in his Raj had been let to farm; and that the only dealing reserved in the hands of the Rajah was the monopoly of opium, the annual supply of which to Sarawak was very limited, and which has long been and still is, in like manner, in the hands of the British Government of India, and subject to the monopoly of the Government. With regard to the "character of a British subject," I do not find that his position at Sarawak was otherwise inconsistent with that character, than the ordinary and frequent case of British subjects engaging in the service of a foreign Power, from which they may legally be recalled by their native Sovereign, on pain of outlawry.

See his statement of October 23, 1854: also of October 27.

On the fourth head of inquiry, I find and report that the relation of Sir James Brooke with and towards the native tribes on the north-west coast of Borneo, whether in respect of his own Raj of Sarawak, or of the neighbouring Settlements on the coast of Borneo, over several of which

See his statement of October 27, 1854, in answer to Question 7.

(Samaraban, Ladong, Linga, Kaluka, and Rejang) he has recently, and since 1853, exercised control under express delegation from the Sultan of Borneo, is such, that it is in my opinion neither "necessary nor prudent that he should be entrusted by the British Crown with any discretion to determine which of these tribes are piratical;" or with any power to call for the aid of Her Majesty's naval forces for their punishment or coercion. Indeed, his own tender of resignation of the offices of Consul-General and Commissioner for Trade was made, as stated by himself, under the conviction of their incompatibility with his position at Sarawak. I find that position to be no other than that of a vassal of the Sultan of Brunéi, holding indeed by a tenure very lax and easy to be thrown off altogether, but which in the existing relations between the Sultan and Great Britain, contracted by Sir James Brooke himself as Representative of the British Crown, it would be impossible for the latter Power to overlook or disregard, so long as the Sultan of Borneo (or Brunéi) shall remain on the terms of amity contracted by the Treaty above mentioned.

See the Treaty of May 27, 1847: Parliamentary Papers of 1849, p. 1: Borneo Papers, Part 1, p. 1.

I forbear to notice the evidence of Mr. J. Motley, because it was taken under the impression that the Eastern Archipelago Company would, by their Singapore agents, appear before us as complainants; but their agent having disclaimed any such intention on their part (except on the point of the coal duty above noticed), and the Company having also, by public advertisement, disclaimed all intention of appearing upon the Commission, and Sir James Brooke having in consequence abandoned his further examination of that witness, we considered the evidence of Mr. Motley, already provisionally taken, to be virtually waived by all parties.

See his inclosure annexed, marked X.

(Signed) C. R. PRINSEP.

Calcutta, January 26, 1855.

Inclosure 4.

The Hon. H. B. Devereux to the Secretary to the Government of India.

Sir, *Calcutta, January* 11, 1855.

I HAVE the honour to submit, for the information of the Most Noble the Governor-General in Council, my report of the proceedings of the Commissioners appointed to inquire into certain matters connected with the position of Sir James Brooke, Her Majesty's Commissioner and Consul-General in Borneo.

Mr. Prinsep and myself left Calcutta on the 17th August last, and reached Singapore on the 27th. On arriving we found that Colonel Butterworth, the Governor of the Straits Settlements, in compliance with our request, addressed to him a month previous to our departure from Calcutta, had notified, by advertisement in the public papers of the Straits Settlements dated the 1st August, that the Commission would be opened in the Court-house at Singapore on the 11th of September. Before that date Sir James Brooke arrived at Singapore.

Before our first sitting Messrs. R. C. Woods and W. Napier had laid before us charges against Sir James Brooke, which we declined to entertain. The correspondence on these matters will fully explain the reasons which lead us to do so.

At our first setting on the 11th September, a protest against the appointment of the Commission was handed to us by Sir James Brooke. No other business was laid before us either at this or at the second sitting.

Dated Sept. 14.

Previous to the third sitting we received a letter from Mr. James Motley, formerly in the employ of the Eastern Archipelago Company at Labuan, in which he intimated his arrival at Singapore, and his desire to leave it again in a fortnight, and offered to attend and to give such information as we might require from him. He accordingly attended at our third sitting on the 19th September, and when the few questions we desired to ask of him were concluded, Sir James Brooke expressed a wish to question him on certain points. No objection was offered by him to this

examination, and we assented to it, being under the impression that the Eastern Archipelago Company was on the point of sending in charges against Sir James Brooke, and also with the view of obviating the detention in that case of Mr. Motley beyond the time fixed for his departure. The examination was thus made in the first instance provisionally, and was continued on the 20th, after the receipt of a letter from Messrs. Macdonald and Co., the Singapore Agents of the Eastern Archipelago Company, in which they stated it to be the intention of the Company to make some representations against Sir James Brooke. Dated Sept. 13; Received Sept. 20.

Subsequently Messrs. Macdonald and Co. and Mr. Motley objected to the continuance of the examination, and the former expressed a desire that it should not form part of the proceedings. The whole question is recapitulated in our letter to their address dated the 29th September, and I have the honour to submit their request with my recommendation in favour of it.

Messrs. Macdonald and Co., had applied to us to institute an inquiry into the motives which induced Sir James Brooke, in negotiating the Treaty of Borneo in 1847 to fix the impost payable in the port of Borneo by British vessels at 1 dollar per ton, and further to investigate a complaint that Sir James Brooke was using his influence with the Sultan and Pangerans at Borneo to prevent the Company coming to an amicable arrangement with the Sultan for the reduction of that impost. Letter dated September 27.

It was understood that the former question was now for the first time mooted. To institute a formal inquiry into it would have been in a manner to impugn the grounds of that Treaty, and its ratification by the Crown, and we therefore did not think it our duty to do so. Sir James Brooke, however, on being made acquainted with the circumstance, expressed his desire to set the question at rest by giving any information in his power to afford. He was accordingly questioned on the subject, and his replies will be found in the minutes of his statement. Sir James Brooke, October 15, 17, 28.

Subsequently Mr. Allison, the head of the firm of Messrs. Macdonald and Co., intimated personally, and later by letters, his desire to make a statement to the Commissioners regarding the obstructions offered by Sir James Brooke to the Eastern Archipelago Company in their endeavours to induce the Sultan to reduce the dollar a-ton duty. Sir James Brooke objected to any such statement being made, unless the Commissioners would proceed to Borneo and enter on an inquiry into that question. He also expressed his readiness to enter fully on every question which has been in dispute between himself and the Eastern Archipelago Company. Dated November 20 and 21.

It was finally resolved by the Commissioners that the statement which Mr. Allison desired to make should not be received.

As Messrs. Macdonald and Co., in their letters of the 20th and 21st November, protested against this decision, I think it desirable to state at length the reasons which led me to it.

The statement to be made was to be on the subject of Sir James Brooke having obstructed the Company in their endeavours to procure a reduction of the duty. Sir James Brooke informed us that he had given advice to the Sultan not to accede to the wishes of the Company without a full settlement of all matters remaining unsettled between himself (the Sultan) and the Company, and that he would give that advice again, but that it was superfluous, as the Sultan was resolved not to reduce the duty without some direct advantage to himself. The fact alleged being thus acknowledged, there did not, therefore, appear to be *primâ facie* any matter to inquire into. The further statement of Sir James Brooke that the advice was not given in his capacity of Commissioner or Consul-General, and that he had ceased to act in that office, involves considerations which Her Majesty's Government alone is competent to decide upon.

Setting aside the consideration of the duties of that office, it seems probable that, so far as concerns this Commission, Sir James Brooke is competent to give advice to the Sultan, and the Sultan may adopt his advice or not at his discretion. To inquire into such a matter at Brunê would have had the appearance of interfering with the acts of an independent Prince, and would have been altogether futile on the part of the Commissioners, as they could only have power to summon British subjects

in Borneo. I therefore conceived an inquiry into the subject should not be made, while I considered that to receive, in the face of Sir James Brooke's opposition to the measure, a bare statement in which allegations which could not be inquired into were made against him, was equally open to objection.

In addition to the above minor matters, two principal subjects of inquiry were entered on, viz., the piracy of the Serebas and Sakarran Dyaks, and the questions connected with the position of Sir James Brooke at Sarawak.

The investigation into the former was requisite in order to enable us to understand the relations of Sir James Brooke with the native tribes of the north-west coast of Borneo, which form the subject of the fourth head of inquiry in the Commission; and Sir James Brooke expressed a desire that it should be concluded before the matters more personal to himself were begun upon.

Connected with the question of piracy, a memorial had been signed in January 1851, by fifty-three residents of Singapore, and addressed to Mr. Hume, with a view to inquiry being instituted into the truth of the allegations against the Serebas and Sakarran Dyaks.

As the readiest mode of obtaining access to information on the subject, some of the memorialists were summoned. Two—Messrs. Allen and Baumgarten—were examined, and M. Bondriot, a gentleman in the Civil Service of the Dutch Government in Java, who was then passing through Singapore, offered his testimony. The further examination of the other memorialists of Mr. Hume, who had been summoned, was not carried out, as the parties to the memorial were permitted to appear before us by a law agent, Mr. R. C. Woods, and to support the tenour of their memorial.

Sir James Brooke declined to attend so long as Mr. Woods was a party to the investigation.

Dated November 3, 1849.

Subsequently another law agent, Mr. Aitkin, was permitted to appear on the opposite side to Mr. Woods, as representing certain parties who had signed an address to Sir James Brooke, approving of the operations against pirates.

Minute, Sept. 26.

A difference of opinion regarding the admission of Mr. Woods existed between Mr. Prinsep and myself; and having recorded my sentiments as adverse to the admission of Mr. Woods to act, I think it right to observe that the course adopted did not prejudice the result of the inquiry, but on the contrary led to a more complete and satisfactory judgment being formed, inasmuch as by that means everything was brought forward which a practised, well-informed, and zealous law agent could bring forward to support the views of the memorialists in favour of the Serebas and Sakarran Dyaks, and nothing of any weight was alleged which impugned the opinion put forward by Sir James Brooke regarding the piratical character of those tribes.

Mr. Woods summoned fourteen witnesses in support of his views. Mr. Aitkin declined to call any.

The remaining witnesses who gave evidence on this subject were called by the Commissioners. Those of them who were natives of the Borneo coast were in fact brought forward by Mr. C. Grant, who acted as Sir James Brooke's private secretary. Sir James Brooke declined throughout to take any part in that investigation; but on the Commissioners publicly expressing their desire to be assisted in the search for witnesses by any gentlemen who were conversant with the Malay language, and intimating that it could only be by such assistance that the inquiry could be satisfactorily concluded, Mr. C. Grant personally visited the prows in the harbour of Singapore, and secured the attendance of such persons as seemed able to give information.

The proceedings in this inquiry will be found recorded in the Minute of evidence and in the Diary.

The statement of Sir James Brooke regarding his position at Sarawak furnished the chief information which was obtained on that subject, and completed the inquiries which were made at Singapore. The only matter which could have led us to proceed onwards to Labuan or

Borneo was that regarding which the Singapore agents of the Eastern Archipelago Company desired to make a statement, a matter in which, as previously noticed, we declined to proceed. We therefore closed our Commission on the 20th November, and returned to Calcutta.

Having thus narrated the course of our proceedings, I now proceed to state seriatim the judgment I arrived at on the four heads of inquiry contained in the Commission.

First head of Inquiry

The first head of inquiry is stated in the Commission as follows: "To inquire whether the position of Sir James Brooke at Sarawak, either as holding that possession of the Sultan of Borneo, or as he now alleges, as an independent Rajah holding it by the free choice of the people, be compatible with his duties as British Consul-General and Commissioner for Trade, and with his character of a British subject."

Three points here suggested for consideration are, the dependence or independence of Sir James Brooke as ruler of Sarawak, and the compatibility of his position as ruler with his duties as Her Majesty's Commissioner and Consul-General, and with his character of a British subject.

Regarding the first point, I submit a memorandum, in which the former question, that of dependence or independence, is discussed.

The importance of the subject, and the length to which this report would have run had it been considered in this place, have induced me to submit it thus in a separate form, and I beg to refer to it for a more full exposition of my views on this question. I may, however, state here, that the general result I have arrived at is, that without a knowledge of the terms of the document in which the grant or cession of Sarawak was made by the Sultan of Borneo, it is impossible to pronounce a confident opinion in regard to the exact nature of the tenure of Sarawak by Sir James Brooke.

In the same memorandum I had occasion to notice some difficulties in which Sir James Brooke might be placed, in consequence of his combining the two characters of ruler of Sarawak and of British subject. Should difficulties of this nature arise, which might make the situation of Sarawak incompatible with the duties of a British subject, the declaration of Sir James Brooke that in that case he would relinquish his position at Sarawak, is calculated to set at rest any apprehensions on the subject.

In regard to the combination of the offices of Commissioner and Consul-General with the position of ruler of Sarawak, Sir James Brooke stated that he considered the duties of the former office unbefitting his position at Sarawak. His lengthened experience of the union of the two characters is a voucher for the correctness of the opinion, and I see no reason to dissent from it. At the same time it may be stated as regards the past, that the junction of the two positions has had beneficial results, in leading to the Treaty of Borneo, the cession of Labuan, and the recent considerable and growing extension of trade along the north-west coast of Borneo.

Second head of Inquiry.

The second head is, "To inquire whether the interest of Sir James Brooke, as a holder of territory, and as a trader in the produce of that territory, are compatible with his duties as Consul and Commissioner for Trade, to promote and foster the general trade of other British subjects."

The question involved in this head of inquiry, loses its interest in the event of other reasons prevailing to sever the position of Her Majesty's Commissioner and Consul-General from that of ruler of Sarawak. Little information on the subject of trade was received, except from Sir James Brooke himself. From his statement it appears that two descriptions of trade were carried on by the Government of Sarawak. One, a retail trade to a small amount, and at an annual loss, was carried on for some years in articles produced or consumed by the Sarawak Dyaks, for the purpose of putting an end to the monopoly exercised in these articles by the Malays of the country; this trade has not existed since September 1846. The other was for purposes of revenue, and consisted in the sale of antimony, and in the opium monopoly. The former of these was leased out in September, 1846, was for several months in 1849-1850 again directly managed by the Sarawak Government, and was then again leased out-

Sir Jas. Brooke, 18.

Sir James Brooke's Statement, Oct. 30.

The latter was also leased out in 1846, but in 1849-1850 was taken under direct management again, and has so continued, for want of a substantial farmer offering.

Both are sources of revenue, such as would be established in any Malay State, and scarcely appear to be in their nature incompatible with the functions of Her Majesty's Commissioner and Consul-General, if no other reasons induced a relinquishment of that office, as appears to be the case.

Third head of Inquiry.

The third head of inquiry is, "To inquire into any accusations which have been or may be brought against the said Sir James Brooke, by British subjects, whether in their private capacity, or, as in the instance of the Eastern Archipelago Company, in a corroborate capacity, of having sought to injure their interests, with a view to the promotion of his own."

Under this head no charges were inquired into by the Commissioners. The only matter which could be classed under it was the complaint made by the agents of the Eastern Archipelago Company, which, for reasons already stated, I did not consent to entertain.

Fourth head of Inquiry.

The fourth head is, "To inquire into the relations of Sir James Brooke with and towards the native tribes on the north-west coast of Borneo, with a view to ascertain whether it is necessary that he should be entrusted with a discretion to determine which of those tribes are piratical, or, taking into view the recent operations on the coast, of calling for the aid of Her Majesty's naval forces for the punishment of such tribes."

In connection with this head of inquiry, it appeared necessary to investigate the character of the Serebas and Sakarran Dyaks. The result of this investigation is shown in detail, in a memorandum which I submit herewith. The attention which this question has excited, has induced me to examine the evidence given before us in detail, and to place the result in a separate paper.

It is there shown that those tribes were in the habit of attacking the Sambas and Pontianak coasts, and the Natunas Islands,—territories under the control or influence of the Dutch Government, and with which those tribes had no relations of neighbourhood or commerce; that in like manner they used to make attacks on the coasts with whose Sir James Brooke is more or less connected; that the attacks were made without distinction, on all classes; that they took both the heads of their victims and plunder; that no cause of offence was alleged for their attack; that no other Dyak tribe makes similar attacks; and that since the punishment inflicted in 1849, the coast has been comparatively secure, and commerce has received a remarkable extension.

The other inhabitants of the north-west coast of Borneo do not appear to share in that piratical character, and desire to live at peace.

The obstacle to that coast being at peace, and to the full development of its trade, had been, till 1849, the conduct of the Serebas and Sakarran Dyaks. That obstacle was in a great degree removed by the result of the expedition under Captain Farquhar in 1849, and a considerable increase of

Sir Jas. Brooke, 8.

trade has since taken place.

In pursuance of the object of bridling those tribes, Sir James Brooke has established three forts in their rivers, which prevent the exit of large piratical expeditions. He has also received from the Sultan a grant of the five rivers of Samarahan, Sadong, Linga, Kalukka, and Rejang, as a Dependency of Borneo, on payment of 1,500 dollars a-year to the Sultan. The Serebas and Sakarran rivers, which are included in this grant, had not been under the Sultan's authority for a hundred years, and his claim

Datoo Patingi, 29, 4.

to them might be reckoned of the weakest description. It appears, however, that there is a very general sentiment on that coast that those rivers rightfully belong to the Sultan, and the grant by the Sultan has given a sort of legitimacy to the supremacy now claimed over them. The practical object of this supremacy is to wean the Serebas and Sakarran

Sir Jas. Brooke, 7.

tribes from their piratical habits, and to induce them to adopt peaceful and commercial pursuits. This has been to some degree successful.

It does not, however, appear that Her Majesty's naval forces are in any way bound to support that supremacy.

Whether it is necessary that Sir James Brooke should be entrusted with a discretion to determine which tribes are piratical, and to call for the aid of Her Majesty's naval forces for their punishment, must depend on the position, if any, which Sir James Brooke may hold in Her Majesty's service.

From the whole course of the evidence which has been taken in connection with this subject, whether as regards the atrocities formerly committed by the Serebas and Sakarran Dyaks, or the injury to native trade caused by Illanum and Bolanine pirates, it appears most desirable that there should be an authority empowered to call for the aid of Her Majesty's naval forces for the suppression of piracy. The Treaty of Borneo engages Great Britain to suppress piracy on the north-west coast of Borneo, and unless the charge of doing so is committed to some naval officer or some Civil authority, whether Her Majesty's Commissioner or some other British officer, who is empowered to call for the aid of the requisite naval forces in the usual manner, that object, so important to the trade which is now springing up, and to the comparative tranquillity which has been recently introduced, can scarcely be attained.

I have thus completed my report on the four heads of inquiry which are stated in the Commission, and I should now conclude it, had it not seemed advisable that I should make some remarks concerning the expedition of Captain Farquhar, in 1849, against the Serebas and Sakarran Dyaks. I am led to do this from perceiving that my colleague, Mr. Prinsep, has reported his opinion on the subject, and from thinking it, therefore, desirable to place on record the degree in which my opinion coincides with his.

I have already declared my opinion that the Serebas and Sakarran Dyaks were piratical tribes; it was therefore both just and expedient, and in conformity with the obligations of Treaty, that punishment should be inflicted on them, with a view to the repression of their atrocious outrages. The exact measure of punishment which should have been inflicted, is a question which it does not belong to me to decide; but I may say that it was essential that the thing should be done, and done effectually. So far as regards the loss of life inflicted on them, there does not appear any reasonable ground for sympathy with a race of indiscriminate murderers. The actual loss of life on their part caused by the night action off the Kalukka in July 1849 is thus described by Mr. St. John, who has had considerable facilities for forming a correct opinion on a subject which confessedly admits of no exact calculation:

"By native report there were 300 killed, and the rest, to the number of about 500 more, died in the woods, or after reaching home. The reason why so many died, was that some of the Dyaks came from Sakarran, and they had to walk a very great distance back with only what food they could pick up in the jungle. I know of two villages, of one long house each, to which only three or four returned out of a very great many (Banga) that went." Spenser St. John, 14.

Subsequently to this night action the expedition proceeded up the river to the Serebas country, for the purpose, principally, as I understand, of making more permanent the effects of the night action, by showing that even their hitherto-inaccessible country could be penetrated by British forces. I do not trace that any very great loss of life was inflicted on this expedition. The Serebas "made no stand" (Captain Farquhar's Report to Sir F. Collejer, dated 25th August, 1849), and there was no opportunity for inflicting it. See Note at the end.

A large body of Malays and Dyaks accompanied the expedition up the river. Sir James Brooke stated (Answer 33) that "without the Dyak allies the English could not have got through the country." Whether it was expedient to enter the country, is a question which, like that of the amount of punishment to be inflicted, it does not belong to me to judge; but having decided to go, I presume, from Sir James Brooke's statement, that it was necessary to take the Dyak allies in company.

It has been asserted that those Dyak allies committed atrocities on that expedition. As, unfortunately, even in a large European force, there is usually a proportion of men who will commit atrocities when out of sight of their officers, it is by no means improbable that, when out of sight of their English leaders, the allied Dyaks acted in the manner which may be expected of barbarians.

This opinion is, however, purely conjectural. The inquiry was not directed towards this subject, and no evidence was laid before the Commissioners concerning it, except that contained in the latter part of the statements of the Datoo Patingi, and of Messrs. St. John and C. Grant, regarding a conflict between a Sarawak spy-boat and a small Serebas boat, and the slaughter of the crew of the latter, a proceeding which appears to be the obvious result of making war, and rendered, as it were, indispensable by the Serebas habit of not surrendering as prisoners. It was stated by Mr. St. John that "no Serebas Dyak fighting-man can be taken alive. They never give quarter, and never expect it."

Spenser St. John, 11; see also 14.

In confirmation of Mr. St. John's statement I may mention that, in the whole course of the inquiry, I heard of but four instances of Serebas and Sakarran Dyaks being taken alive. One was the case of a war-boat full of them which stranded on one of the Natuna islands, as mentioned by the witness Orang Kayan Dana Makota. The three others were, one man stunned by blows of oars, a second surprised in a house belonging to another tribe, and a third picked up from a wreck or deserted boat at sea.

In conflicts with such men, atrocities, in the ordinary sense of the term, are not easily committed, except in the possible case of women and children being slaughtered.

I have, &c.
(Signed) H. B. DEVEREUX.

Note.—Captain Farquhar says, in his Report, that a considerable number of the enemy were killed, but it appears to have been stated as considerable only in comparison with the very trifling loss of the invaders. No numbers are mentioned, as in the case of the night action.

Inclosure 5.

Memorandum on the Position of Sir James Brooke at Sarawak as a Dependent or an Independent Ruler.

THE first head of inquiry named in the Commission concerns the compatibility of Sir James Brooke's position, as ruler of Sarawak, with his position as Her Majesty's Commissioner and Consul-General and as a British subject. His position at Sarawak is described to be "either as holding that possession of the Sultan of Borneo, or, as he now alleges, as an independent Rajah, holding it by the free choice of the people."

It is to assist in clearing up this uncertainty that the following remarks have been written. They have been made as brief as possible, because the materials before me are not sufficient for the purpose of forming a conclusive opinion, and they indicate only some of the general points which bear upon the question; but I trust that, notwithstanding the uncertainty in which the subject is still left, they will not be without some use in giving a clear conception of its bearings. The verbal and written communications of Sir James Brooke to the Commissioners will be found to supply the chief part of the data which have been taken into consideration.

Sir James Brooke first received a grant of the Government of Borneo in 1842, and was bound by the terms of the grant to pay a tribute of 2,000 dollars a-year to the Sultan of Borneo. In August 1853 the terms of the document were finally modified: the yearly tribute was omitted; and he now holds it with power of nominating his successor; and that

and each following successor is bound to pay, on accession, or on the demise of his predecessor, 1,000*l.* to the Sultan. In his management of the affairs of Sarawak, Sir James Brooke appears to be altogether independent of and free from all interference on the part of the Sultan; at the same time, his relations with the Sultan are friendly. There is, therefore, in regard to his position as ruler, no dispute between himself and the Sultan. The arrangements between them, which may up to this time properly be called private arrangements, as compared with matters of which all foreign States have cognizance, are apparently settled and amicable, and do not give rise to ambiguity or uncertainty.

But in the view taken by foreign States, there is necessarily uncertainty. There has been no declaration of independence, nor any formal or public communication of the actual position, which may enable them to judge whether, in treating Sarawak as independent, they are infringing the rights of the Sultan; or, in treating it as dependent, the rights of the Sarawak people or Government.

There is no doubt that Sarawak was formerly a possession of the Sultan of Borneo; I will therefore trace the steps by which it passed from its original status into the hands of Sir James Brooke.

Sir James Brooke has recently referred* to two letters of his own, as explanatory of the origin of his position at Sarawak; they are noted in the margin,† and the passages bearing on the subject are appended. (See Appendix.)

It is there stated that when Sir James Brooke first visited Sarawak, there was a rebellion there against the Sultan's authority.

I may add, though the fact is not distinctly stated in these two letters, that Sir James Brooke assisted in repressing the rebellion, induced the rebels to submit by his mediation, and successfully used his influence with the Sultan's vicegerent, Muda Hassim, to save the lives of prisoners taken at that time; subsequently he advanced money to Muda Hassim in the nature of a loan, under promises of repayment. The repayment was withheld by the intrigues of Makota, who appears to have headed a party opposed to the liberal views of Sir James Brooke, and favourable to the measures which had caused the rebellion. Mundy, I, 178. Keppel, I, 178–189.

"The conduct of Makota," says Sir James Brooke, "soon brought affairs to a crisis; poison was attempted; I loaded the guns of the yacht, and obtained an audience with the Rajah Muda Hassim. In a few words I pointed out the villainy of Makota; his tyranny and oppression of all classes; and my determination to attack him. I explained to the Rajah that several chiefs, and a large body of Seniawan Dyaks, were ready to assist me; and that the only course left to prevent bloodshed was immediately to proclaim me Governor of the country. Letter to Lord Malmesbury.

"At the same time I protested my kindness to Muda Hassim, and threatened this attack as neither he (the Rajah) nor myself were safe while Makota continued practising these arts. Thus it appears that the menace of attack was directed, not towards Muda Hassim, but Makota; that Muda Hassim, having the alternative of repayment, preferred the ratification of his repeated promises; that the agreement was signed, and that it was ratified by the Sultan."

It is clear from this statement that Sir James Brooke is not the representative of a successful rebellion; that no attack was directed against the authority of the Sultan; and that the ratifications by the Sultan—for the purpose of procuring which he went to Brunè—was the act which confirmed and legitimized the whole transaction. It is not, however, apparent what it was which the Sultan ratified. To the Commissioners Sir James Brooke stated, that "the right to Sarawak is based upon a double title; that is, firstly, the election by the people, who were free before I went to Sarawak; and, secondly, that it is held by tenure under the Sultan of Borneo." Keppel, I, 324–332. Sir Jas. Brooke, 1.

* Sir James Brooke's Letter to Lord Clarendon, September 27, 1853; inclosure of Protest.

† 1. Letter to Mr. Addington, dated March 13, 1852, Parliamentary Papers, March 23, 1852.
2. Letter to Lord Malmesbury, dated November 23, 1852, Parliamentary Papers, December 14 and 20, 1252, and February 22, 1853.

Sir Jas. Brooke, 2. In explanation of the nature of the election by the people, he further observed that "the people of Sarawak had been in successful rebellion for several years against their Sovereign. It was by my mediation that they were induced to lay down their arms; and they offered then to support me in obtaining the government of the country; and thus made the election by accepting the government which I offered, and resisting the government of the native Princes. Their conduct for thirteen years has been most consistent, &c."

I have no doubt that the people have, ever since that time, given a steady support to his rule; but Sir James Brooke is not the representative of a successful rebellion, and I do not trace anything in the transaction above noticed that would convey any title to Sarawak exclusive of the grant by the Sultan. There does not, therefore, seem to have been anything which can be, in conformity with common usage, called an election. There was, doubtless, a preference before, and a consent after, the grant; but the grant by the Sultan is the only ground, so far as I can perceive, which can be set forth before foreign States as giving a legitimate title to sever Sarawak from the possessions of the Crown of Borneo, and it is only in case of such severance as shall render Sarawak a separate State that the tenure of Sarawak becomes other than a private arrangement between the Sultan and Sir James Brooke.

The consent of the Sarawak people to Sir James Brooke's rule is doubtless a valuable incident in confirmation of his possession against an aggressor, but I dismiss it from consideration as worthy of little weight in discussing the origin of his title, and in accounting for the actual independence or otherwise of Sarawak on the ancient authority of the Sultan.

The hypothesis of a successful rebellion, and of an election by the people, must both be excluded as grounds of title to Sarawak, and as accounting for its transfer from the Sultan to Sir James Brooke; and there only remains one possible ground on which it can be based, namely, the grant or cession by the Sultan. Before considering this point, I will state the actual position of the Sarawak Government, as declared by Sir James Brooke to the Commissioners:

Ibid., 26. It is *de jure* dependent.

It is *de facto* absolutely independent.

It cannot be called strictly independent where there is that deed, with a payment of 1,000*l.* on demise.

Ibid., 24. If the deed was infringed, or he was to go away, it would resolve itself into question of power.

If he was not there to reconcile them they would certainly fight to-morrow.

Ibid., 5. It has all the ordinary powers of a Government; can form Treaties, make war, &c.

Ibid., 4. The tenure includes no acts of service whatever.

The relation actually is a kindly one, and may be likened to that of a feudal lord, and feudatory.

Sir James Brooke holds it to be compatible with actual independence. He instances Burgundy in older times, and likewise Naples with regard to the Pope. It is his position at Sarawak which reconciles the people of Sarawak to the rights claimed by Borneo; for if he was away, Sarawak would become independent to-morrow.

In the above terms, excepting the last sentence, a claim appears to be made to independence, both in the exercise of the functions of the Government, and in the position with regard to other States. On the other hand, the people of Sarawak are said to be reconciled to the rights claimed by Borneo in consequence of Sir James Brooke's position at Sarawak, and it is therefore to be understood that the rights claimed by Borneo are not now infringed upon.

Protest. In another passage Sir James Brooke speaks of Sarawak as "included in the dominion of Borneo," a statement which would serve to negative the supposition of independence.

I have therefore sought for some further facts which might indicate the position of Sarawak with regard to the Sultan, and afford data for judging whether the maps of the west coast of Borneo should, as heretofore, show two distinct territories between Brunć and Pontianak, namely, those of the Sultan and of the Dutch Government, or whether a third, that of Sarawak, should be represented as an independent State.

There are three things which may serve as indications—

1. The resemblance or difference of the position claimed for Sarawak with the other Governments or petty States of the coast dependent on the Sultan.

2. The existence or not of the right in Sir James Brooke of alienating Sarawak, and making it over to another nation.

3. The applicability or not of the British Treaty of 1847 with the Sultan, to Sarawak, and whether in it Sarawak is included in the dominions of Borneo, or excluded from them.

With regard to the position of the petty States of the Sago coast, Oya, Igan, Mooka—and there is less information than could be desired—Mr. Spenser St. John said that he should call it semi-independence. They have refused generally to pay tribute to the Sultan, but have occasionally bought goods of him at a higher price than they were worth as a mark of respect to the Sultan. They acknowledge him to be their Chief, but will not allow any interference in their internal government. He would compare their position in regard to him to the old relations of Tunis and Tripoli to the Porte; and they consider themselves to form a part of the Sultan's dominions. Spenser St. John, 21. Ibid, 22.

On the other hand, Nakodah Moora, a native of Mooka, possessing a trading prow of his own, describes Pangeran Ursut, the ruler of Mooka, as having been appointed by the Sultan of Borneo, and says that he went to Brunć, and was appointed there; that the Sultan gets all the taxes, and the Pangeran only acts as a vakeel or agent. Nakodah Moora, 30–33.

Sir James Brooke mentioned a very recent act of direct disobedience to the Sultan's wishes by this very Pangeran Ursut. He was asked whether one of these petty rulers could, if possessed of the requisite energy and intelligence, and the consent of his people, place his own State in a position similar to that now claimed for Sarawak; and his reply was that he could make a free port, and with the consent of his people he could regulate the affairs of his country exactly as he pleased, without infringing any existing right which the Sultan now possesses. It would be a question of power whether the Sultan would attack him. He has no power to attack anybody, but if he had the power he would reduce them to a strict dependence, or, more properly speaking, to a dependence on his will alone, as opposed to their ancient customs. Oya and Mooka, it is to be observed, are more influenced by the Sultan than any of the rivers further south, and they are certainly within the dominions of the Sultan. Even the Serebas and Sakarran tribes are considered by Sir James Brooke undoubtedly to inhabit a portion of the country within the dominions of the Sultan, though they have been beyond his control for about a hundred years; and the Sultan has recently made a grant of these rivers to Sir James Brooke, who exercises on them the functions of ruler of a dependency of Borneo, coupled with the yearly pay of 1,500 dollars a-year. Sir Jas. Brooke, 29. Ibid., 30. Ibid., 20. Ibid., 8.

Comparing the situation of the undoubted dependencies of Borneo with the doubtful position of Sarawak, it certainly seems that there is a very great similarity in the positions of both. The difference, if any, in the latter, must be sought, I apprehend, not in its inherent nature, but in the document from the Sultan which constitutes that position. There is some analogy between the constitution of Borneo and of the Turkish Empire; and if the latter can be imagined to be enfeebled to the same extent as the former, it is probable that a similar state of things would exist of a body composed of separate countries or districts held together only by the mere influence of a dominant race (in the former case the Brunć Malays) and by their long-descended respect for their Chief.

The fact of a power being vested or not in Sir James Brooke to

alienate Sarawak, and make it over to another nation, is the second indication of his position which I proposed to examine. If such a power can rightfully be exercised by him (always of course supposing the consent of the Sarawak people), there cannot be much hesitation in ascribing to the Government of Sarawak a complete independence for all piratical purposes. To oppose this conclusion would be to say that a transfer of allegiance and an extinction of the Sultan's rights can rightfully be made without the Sultan's consent; on the other hand, it would imply that a people or ruler now independent wishes to relinquish that independence, and to place itself in subjection to another nation.

Connected with this subject, Sir James Brooke made two statements to the Commissioners, which I transcribe:

Sir Jas. Brooke, 13. "I think it ought to be known, and I wish it to be clearly understood, that my personal interests are linked with those of my own country, but that the interests of Sarawak may become separate from those of Great Britain. For instance, supposing the British Government should not afford protection against piracy or against foreign innovation, it would then become my duty to relinquish Sarawak to any nation which would afford the requisite aid to ensure its security. . . . . I offered to transfer Sarawak to the British Crown, and my offer was refused."

It is abundantly clear from these passages that Sir James Brooke considers himself entitled to transfer Sarawak from its present position to that of a dependency on some other nation. The right to do this is incompatible with the view that Sarawak is a part of the dominions of the Sultan. One difficulty in the way of assenting to the existence of this

Ibid., 4. right is that Sir James Brooke's position in Sarawak is declared to reconcile the people of Sarawak to the rights claimed by Borneo, and therefore those rights are in full force. Another is, so far as at present appears, the right of the Sultan to a payment on demise of each incumbent. The transfer to another nation would extinguish the payment of the Sultan unless that mode of payment was commuted to another with his consent, and his consent would therefore seem to be a necessary preliminary to such transfer; in other words, the Sultan's right seems a bar to such transfer. Further, if the line of Sir James Brooke's successors was to fail, the right to the reversion of Sarawak would rest in the Sultan. The Sarawak people might rebel, and they and the Sultan might settle the matter by a war; but this need not be now considered, as at present the claims of both parties are reconciled by the position of Sir James Brooke. What seems certain, however, is, that the transfer to another nation would defeat the Sultan's right to the reversion.

The result of these remarks is, that so far as at present appears, the grounds of a title to alienate Sarawak are not apparent, and that if they exist, they must exist by virtue of the terms of the document granted by the Sultan, under which Sir James Brooke holds that territory.

The applicability, or otherwise, of the British Treaty of Borneo, of 1847, to Sarawak, is the third and last point which I proposed to notice, as indicating the dependence or independence of Sarawak.

The provisions of that Treaty apply to the dominions of the Sultan of Borneo, and its applicability or not to Sarawak, depends on the fact of that territory being included or not in those dominions. If it is so included, and was so considered by the Contracting Parties, Sarawak is subject to the provisions of the Treaty. On the other hand, if it is not rightly included in them, or if the Contracting Parties did not, in forming the Treaty, intend it to be applicable to Sarawak, it is not subject to the Treaty, and the question of dependence or independence may have been left untouched.

Ibid., 30. Sir James Brooke has declared the British Treaty not to apply to Sarawak; on the other hand, the Commissioners have been instructed that by no act of Her Majesty's Government has countenance ever been given to Sir James Brooke's assumption of independence, and that his possession of Sarawak has never been considered otherwise by them than as a private grant bestowed by a foreign Sovereign upon a British subject.

Now an examination of the Treaty will show that some of its provisions are framed in a manner calculated to apply to Sarawak, if it

was the intention that they should so apply, while others are superfluous as regards Sarawak, and only suitable to the Sultan's other dominions; I may instance the dollar a-ton duty, which was unnecessary as regards Sarawak, that place being already a free port. Viewing these facts in combination, it seems probable that Her Majesty's Government may have intended the Treaty to apply to Sarawak, and may have acted on the assumptions that that territory was a dependency of Borneo, and that Sir James Brooke being in the double position of negotiator of the Treaty, and of ruler of Sarawak, virtually consented, in negotiating it, to the application of the Treaty to Sarawak. It is also possible, that notwithstanding that impression, Sarawak might have been at the time independent, and understood to be so both by the Sultan and Sir James Brooke. This is a matter which only Her Majesty's Government can decide, but it has occurred to me as the most probable explanation of the facts under review.

If the Treaty is applicable to Sarawak, two results follow:

The tenth Article binds the Sultan not to make any cessation similar to that of Labuan, whether of an island or of a settlement on the mainland, in any part of his dominions, to any other nation, or to the subjects or citizens of any other nation, without the consent of Her Britannic Majesty. The application of this clause to Sarawak would preclude Sir James Brooke from alienating Sarawak to any other nation.

The Additional Article provides that British subjects accused of any crime committed in any part of the Sultan's dominions, shall be tried exclusively by the English Consul-General, or other officer duly appointed. A British subject accused of any crime committed in Sarawak, could, under the Treaty, only be tried by a British officer, and so long as Sir James Brooke was Consul-General, the trial of such a person was provided for without dispute, and on his vacating the office, the duty would devolve on his successor.

If, however, the Treaty is not applicable to Sarawak, as Sir James Brooke has declared to be his opinion, a British subject would have to be tried at Sarawak, under the authority of Sir James Brooke, and it seems not impossible that some difficulties might occur in carrying out a sentence, in consequence of the union in one person of the two characters of ruler of Sarawak and British subject.

In view of the possibility of a conflict between the duties of these two characters, it seems desirable that some arrangement should be made on this subject.

On the 20th November, the day on which the Commission was closed at Singapore, Sir James Brooke handed to the Commissioners a memorandum on the subject of the non-applicability of the Treaty to Sarawak; I would refer to it as explanatory of his views on this subject.

He states in that paper that "the British Government was cognisant of the cession, and the terms on which it was made: that it was a cession of territory and of government placed beyond the control of the Sultan, and with this knowledge the British Government could not demand privileges which it was not in the power of the Sultan to grant."

I apprehend that this passage shows that it is again to the document granted by the Sultan that reference must be made, to ascertain the position of Sarawak, as to dependence or independence.

The three things which appeared capable of throwing some light on the position of Sarawak, have thus been passed in review; they are, the analogy that might be drawn from other territories which are acknowledged dependencies of Borneo, the power of alienation, and the applicability of the British Treaty. In all three cases, nothing decisive has been elicited in favour of the independence of Sarawak, and it has been found that the document granted by the Sultan was the only actual evidence of the position which Sarawak holds. It is therefore to that document that I conceive reference must be made, before it is possible to decide this question; it may also be observed that as long as that document is not published, or some step publicly taken which shall fix the position of Sarawak as an independent State, foreign States, in acknow-

ledging its independence, would possibly be in danger of committing an uncalled-for act of aggression against the Sultan, of whose relinquishment of dominion over Sarawak they can apparently have no cognizance. In the absence of all information as to the purport and force of that document, it seems impossible for the Commissioners to offer any well-grounded opinion as to the position of Sarawak in regard to dependence or independence; Her Majesty's Government, which may probably be still in possession of the terms of the document, can alone pronounce upon its effect.

Some remarks on the result of either mode of decision force themselves upon the notice. If the right of reversion, on failure of Sir James Brooke's line, rests with the Sultan, any Treaty made by Sir James Brooke must have force only so long as his right of tenure continues, and would terminate and cease to have force when the reversion to the Sultan took place. Moreover, any such Treaty must be with a maritime State, and it is always within possibility that war might occur between that State and Great Britain. In such an event, Sir James Brooke might be placed in an embarrassing position, having a Treaty with a foreign enemy of Great Britain, which, as ruler of Sarawak, he would be bound to fulfil, and which might for instance very possibly contain such an Article as Article VII of the Treaty of Borneo, for the refreshment and repairs of ships of war; and having, on the other hand, his duties as a British subject, which would lead to the voiding of all contracts with a public enemy of Great Britain, and which would forbid, as in the above instance, the execution of a special Article of the Treaty. It seems probable that such embarrassments can only be avoided by abstaining from contracting any Treaty, even if the right to do so, as ruler, were undoubted.

The various printed publications connected with Sir James Brooke's career in Sarawak have not, for the most part, been noticed in this paper, partly because they are universally known and accessible, partly in consequence of the doubtful authority which may attach to them. There is, however, one paper which was handed to the Commissioners on the part of Sir James Brooke, at their sitting of the 20th September, and to which therefore some authority may not unreasonably be ascribed, which deserves some notice; it is entitled, "Explanation and exposure of the charges made against Sir James Brooke, with reference to the capture and execution of criminals in Sarawak."

A perusal of this paper will, I apprehend, not tend to confirm the opinion that independence of Borneo can be rightly said to have been claimed and exercised by Sir James Brooke from the date of the ratification of the grant by the Sultan in 1842. I rather incline to the belief that in a somewhat intricate and confused question of international law, it has been difficult to form a consistent judgment on discordant materials, and that such a judgment still remains to be formed.

In conclusion, I would add that of the four possible hypotheses, two have been shown to be untenable on grounds which I believe are not insufficient; these are that Sir James Brooke holds Sarawak as the representative of a successful rebellion, or as an independent Rajah elected by the people.

There remain two other hypotheses; viz., that he holds Sarawak under the Sultan's grant as part of the Sultan's dominions; or, that he holds it under the Sultan's grant as an independent State.

In the former case the chief part of the difficulties of the position vanish, especially those that might arise in connection with his relations towards foreign States; his sphere of action would be more restricted, and he would retain his freedom from interference by the Sultan in the internal affairs of Sarawak, which it is stated that the grant guarantees, at the same time that the unquestioned applicability of the British Treaty to Sarawak would give effect to the incidents previously noticed.

In the opposite case, that of the grant creating independence, and of that independence being admitted to be complete and absolute, the possible inconvenience that may occur from the formation of a Treaty has already been pointed out. It appears, however, to be very doubtful how far the position of Sir James Brooke at Sarawak can in any case be held to be

independent. If dependence on the Sultan does not attach, and what has hitherto been called absolute independence does exist, it is possible that the duties which attach to a British subject must regulate his position as a ruler. There has already occurred one well-known case in which the acquisition of territory was made by British subjects. In the words of the most recent historian, when describing the termination of the question first agitated in 1767, as to the rights of the East India Company to territorial possession :

Wilson's "British India." Vol. I, p. 511.

"The Court of Directors claimed the territory of India as theirs." "They had paid for it, and it was theirs." "The Company consisted of subjects of the King," and the question was asked, "How could they reconcile the duties of obedience to the Crown with the regal powers which they pretended to exercise in India?" This anomalous position was "a sufficient confutation of their claims."

An authoritative decision, in addition to that which every man's private judgment might arrive at, was finally given to this debated point by the Act of 1813 (53 Geo. III, c. 155), which declared the "undoubted sovereignty of the Crown over the territorial acquisitions of the East India Company."

In the face of such a precedent, I should not be inclined to uphold the opinion that Sir James Brooke, or any other British subject, can attain to the position of being an independent ruler of a foreign territory.

Whatever his position may finally be decided to be, there is no reason to apprehend that the difficulties which may beset it will cause him to forget his duties as a British subject; for with reference to the possibility of such difficulties arising, he made the following declaration:—

"I see no reason to apprehend it, and no such difficulty has arisen in the course of thirteen years. But such a difficulty no doubt might arise; and should such a difficulty arise which would make my position at Sarawak incompatible with my obedience as a British subject, that position would be relinquished."

Sir Jas. Brooke, 4.

In the course of this memorandum, it has been mentioned that the document containing the grant or cession of Sarawak has not been communicated to the Commissioners, and that without a knowledge of its contents, the dependence or independence of Sarawak cannot be clearly ascertained. It might, therefore, be presumed that it would have been proper to request of Sir James Brooke that a copy of the document should be communicated to us. The parties to it, however, have not hitherto thought proper to make it public, and they have a clear right to withhold it from publicity. Bearing in mind this right, and the protest of Sir James Brooke, I did not think it proper to ask for the communication of the document, but rather preferred to leave it entirely at the option of the parties interested. I may, however, express an opinion that until it has been published, the claims which might possibly be founded on it as a public document cannot be considered valid.

(Signed) H. B. DEVEREUX.

Extract of a Letter (No. 13) from Sir James Brooke to Mr. Addington.

United Service Club, March 13, 1852.

The original deed, ceding the government of Sarawak upon a yearly payment of 2,000 dollars, was executed by the Rajah Muda Hassim, and his brother Pangeran Budrudeen, on their own absolute right; and the Sultan of Borneo did not affix his seal to the grant until nearly twelve months subsequently.

It is necessary, however, to take into consideration the circumstances which led to this cession in the first instance. The various communities inhabiting the rivers situated to the southward and westward of Tanjong

Sirik had, with two or three exceptions, disowned the authority of the Government of Borneo. The native Datus or Chiefs of Sarawak, goaded by the rapacity and ill-usage of the Sovereign and nobles, had likewise resisted their authority several years before my arrival on the scene of action. They had offered to put their country under the protection of Holland, and had successfully maintained their independent position.

My interference induced this people to lay down their arms; and after nine months subsequently passed in vain endeavours to establish the power of Muda Hassim, that Prince handed over the country (which he could not himself govern) to my charge.

The grant, therefore, was valueless, unless the confidence of the people could be gained in support of the new Government.

After many obstacles and great expense, this object was attained.

Extract of a Letter (No. 13) from Sir James Brooke to the Earl of Malmesbury.

United Service Club, November 23, 1852.

Mundy. Vol. I, pp. 187, 188.

I further described that Muda Hassim was the acting Ruler of the State, under the Sultan and his mother; and it was in this character, with plenary powers, and not as local Governor, that he visited Sarawak.

Page 189.

"Sarawak," I stated, "had paid no revenue for years past;" and during the rebellion, the Rajah Muda Hassim urged upon me that I could not desert him when begirt with enemies. I resolved, "though possibly it

Keppel. Vol. I, p. 209.

was foolish and imprudent," not to abandon him.

I had (as I then recorded) no ulterior object, no prospect of any personal advantage.

Subsequently to this, "I intimated my intention of sailing, and was again pressed with the same entreaties; every topic was exhausted to

Page 210.

excite my compassion; and lastly, if I would stay, and we were successful, the country was offered to me."

Ibid.

"I might, at this point of the negotiation, have ensured the title to the government," but declined doing so, considering it to be "ungenerous."

Page 213.

The war was successfully terminated; and on the faith of the Rajah's promise, I purchased a vessel, and loaded her with cargo, which I made

Page 218.

over to him; that incurring a ruinous expense, I was detained month

Pages 220, 221, 222, 223.

after month, and could obtain neither the fulfilment of the Rajah's promise, nor repayment for what he had taken from me. "I made several strong remonstrances, and urged for an answer to a letter I had addressed

Page 224.

to Muda Hassim, in which was recapitulated our entire negotiation. This letter was acknowledged to be perfectly true and correct; and the Rajah, in the conference which followed, again pledged himself to give me the country."

Mundy. Page

"I had recapitulated in detail the whole particulars of our agreement, concluding by a positive demand, either to allow me to retrace my steps, by repayment of the sums which he had induced me to expend, or to confer upon me the grant of the government of the country, according to his repeated promises." "The conduct of Makota soon brought affairs to

Page 270.

a crisis; poison was attempted; I loaded the guns of the yacht, and obtained an audience with the Rajah Muda Hassim. In a few words I pointed out the villainy of Makota, by tyranny and oppression of all classes, and my determination to attack him. I explained to the Rajah that several Chiefs and a large body of Simawan Dyaks were ready to assist me; and that the only course left to prevent bloodshed was immediately to proclaim me Governor of the country."

Page 271.

At the same time "I protested my kindness to Muda Hassim, and threatened this attack, as neither he (the Rajah) nor myself were safe

Keppel. Page 251.

while Makota continued practising these arts."

Thus it appears that the menace of attack was directed, not towards Muda Hassim, but Makota; that Muda Hassim, having the alternative of repayment, preferred the ratification of his repeated promises; that the agreement was signed, and that it was ratified by the Sultan.

Inclosure 6.

Memorandum on the Piracy of the Serebas and Sakarran Dyaks.

THE object of the following memorandum is to show the result of the inquiry by the Commissioners on the subject of the character of the Serebas and Sakarran Dyaks. In doing this I have indicated as briefly as possible the main points on which I conceive a judgment must be formed; and in elucidation of those points regarding which the evidence of witnesses taken before the Commissioners is cited, I have placed, in notes, references to the depositions.

In order to obtain a complete view of the subject, so far as it was necessary for judging of the character of these tribes, I have been compelled to go into the details at some length; but I trust, if the matters here set forth tend to dispose finally of the subject, it will not be considered a superfluous labour.

The question, from the form which it has hitherto assumed in public discussion, has become mixed up with opinions or allegations adverse or favourable to Sir James Brooke.

The scene in which the facts took place, which are thus connected in the public mind with Sir James Brooke, is the tract of coast lying between Bintulu, about the extreme northern limit of the expeditions of the Serebas and Sakarrans, and Tanjong Datoo, or Cape Datoo, the extreme western and southerly limit of the Sarawak country.

I desire, first, therefore, to consider the evidence which has been given of the acts of the Serebas and Sakarrans in tracts over which Sir James Brooke has no influence, and in territories with which he is altogether unconnected. Such a territory is that which lies south of Cape Datoo. It is under the Dutch Government, and comprises the tracts subject to Sambas and Pontianak. If the Dutch rulers and the native inhabitants of that coast have found that the Serebas and Sakarrans are a harmless race of men, or even that, in pursuing their hostilities, they have confined themselves to attacking tribes with whom they have intertribal war, it will not be a very unfair presumption with which to approach the consideration of their character in the tracts subject to Sir James Brooke's influence if it is inferred that they will probably bear a like character there. If, on the contrary, they are pirates in Sambas and Pontianak, the fact will furnish some support to the charges of piracy brought against them elsewhere.

I have placed in Note A the principal statements of witnesses in connection with the Sambas and Pontianak coast. Note A.

The first statement I would cite is that of Mr. Napier; and it deserves especial notice, though he had no personal knowledge of the Borneo coast, inasmuch as he has resided about thirty years at Singapore and Labuan, and has given his particular attention to gaining information concerning piratical tribes.

Mr. Napier stated that the Serebas and Sakarrans live at a distance from the sea—the Serebas of not less than 40 or 50 miles, and the Sakarrans of 100 miles; that he believes they trade a little, but not further west than Sarawak; that they have made attacks, by sea, as far as Sambas and Pontianak, and have done so unaccompanied by Malays; that the mouth of the Sambas river is 200 miles from their own coast; that there is no overland passage from their nearest point, the Sakarran territory, even to Sarawak, a fact which was confirmed by the Datoo Patingi; and that neither the native tribes of the coasts of Sambas and Pontianak, nor the Dutch Government, have ever made an attack on the territory of the Serebas and Sakarrans. Datoo Patingi, 142.

It thus appeared that there was no point of contact of these tribes with the Sambas coast which could give rise to a war, and it was difficult to reconcile the above facts with the opinion that the attacks of the Serebas and Sakarrans were made only in the prosecution of legitimate intertribal war. In reply to the question which placed this difficulty before him, Mr. Napier said:

Napier, 79.

"The cause of quarrel with the Sambas people may be long antecedent to my knowledge, or to any information I have regarding them. From the first arrival of Europeans amongst them, the Dyaks are mentioned as being engaged in an incessant intertribal war, but I do not mean to say that the slaughter on these occasions is confined to the people against whom they make war, for there is no doubt they have attacked Chinese villages on the Sambas territory. The village of Silako, within the Sambas territory, was attacked, inhabited principally by Chinese. This was a good many years ago."

Mr. Hentig, another witness, who had resided some years at Sarawak, and who thinks that the Serebas and Sakarrans were not pirates, stated that he had heard of their expeditions to the Sambas coast, and that, at the time the expedition under Captain Farquhar in 1849 was going on, some of their prows, being those on their return from attacking the Sambas coast, put into the mouth of the Sarawak river, and burnt several houses, &c. Four native witnesses also gave direct evidence of their attacks on the Sambak and Pontianak coasts, and of their taking the heads of both Malays and Chinese.

Hajee Mahomed Sahat, 3.

It will be stated more fully lower down that there is an unanimous testimony to the fact that the attacks were all on one side, and consisted solely in the Serebas and Sakarrans coming to a distance from their homes and taking heads, or, as stated by one witness, a Bugis from Pontianak, "there was no cause of offence, but merely a desire to take heads."

In addition to the evidence of natives, there is, further, the important testimony of M. Bondriot, a gentleman who has served twenty-six years in the Civil service of the Dutch Government in the Eastern Archipelago, and for six years, from 1841 to 1846, held the office of Assistant President at Pontianak, or was attached to the Commission at Sambas. The whole of M. Bondriot's statement is well worthy of perusal. He declared that he knew the Serebas and Sakarrans, by reputation and officially, as a piratical people, murdering men without distinction all along the west coast of Borneo; that they kill every man, and carry off all women and children as slaves; that he knew an instance of their killing 400 men in one expedition, some in the Dutch territory and some out of it; that every body on the coast knows these facts; that they are worse than the acknowledged pirates, the Illanuns; and that he considers them pirates of the worst order; and that their atrocities are recorded, perhaps a hundred times, in the records of the Sambas and Pontianak Residencies.

M. Bondriot's statement was made on the first day on which evidence was taken before the Commissioners. At that early period the arrangements for taking down evidence were less perfect than afterwards, and I find in my own note-book that, in answer to a question put by Sir James Brooke, M. Bondriot said that he knew nothing of the paper on piracy by M. Cornets de Groot.

I mention this as denoting that the passage which I am about to quote is one altogether independent of M. Bondriot's knowledge.

The elaborate paper by M. Cornets de Groot, Secretary-General to the Ministry for the Colonies in Holland in 1846, contains, under the records of the year 1839, the following passage:

Parliamentary Papers, July, 1851, p. 107.

"The schooner 'Haai,' stationed at Sambas (Borneo), succeeded in inflicting a severe loss upon a flotilla of thirty Dyak prahus which had dared to lay in wait for her. In the same manner the coasts of Pontianak were disturbed by Dyak pirates. At Mampawa they came to blows with them. Sherif Mohamat, the Commandant of the district, having learnt that nine of their prahus were at the mouth of the river, each manned by from thirty to forty bandits, resolved to attack them with only three prahus. They fought so closely that scarcely any other weapon than the klewang (sabre) was used. The Commandant had thirty-seven men killed; the loss of the enemy amounted to eighty. It appeared that these Dyaks came from Serebas, a locality situated in the interior of the countries to the north of Sambas, which is only accessible to the small light vessels of the Dyaks, of slender form, and of which all the parts are united by means of canes. In their voyages they burn and massacre along the shores all that is within their reach. As trophies they carry

off the skulls of the victims of their ferocity. They have no fire-arms, but generally use the klewang, and javelins, or spears of wood hardened by fire."

Besides the coasts of Sambas and Pontianak, there are also the Natunas, a group of islands under Dutch influence, which have been attacked by the Serebas and Sakarrans. The statement of two witnesses to this effect will be found in Note B, one of whom, the Orangkaya or Governor of the small island of Bungoran in that group, mentioned an instance of their having attacked another island, Sirhassan, which is nearer to the mainland of Borneo. He stated that there was no cause of offence given, and that the islanders had nothing to do with the Serebas and Sakarrans, and do not even trade with them. Note B.

It is difficult to proceed even so far with the evidence without coming to conclusions very detrimental to the character of the Serebas and Sakarrans. The combination of native and of Dutch testimony, though derived from few individuals, leads towards the inference that those tribes were guilty of indiscriminate murder on the sea and coast of Sambas and Pontianak, and it is the more difficult to cavil at this conclusion as there is no conceivable reason why persons of different classes, Chinese, Malays, Bugis, and European, should hold such an opinion when unsupported by facts. These witnesses, and the others who remain to be noticed, comprised among them owners or commanders of prows, and men in a respectable position in their sphere. There were men from most parts of the coast, Bruné, Sarawak, Igan, Seriki, Kalukka, Oya, Mooka, Sambas, Pontianak, Kayong, and the Natunas, and it was not suggested—and, in fact, there scarcely appeared to be room for the suggestion—that their evidence was otherwise than trustworthy.

I now proceed to consider the acts of the Serebas and Sakarrans on that portion of the coast between Cape Datoo and Bintulu, with which Sir James Brooke is more especially connected, and within the limits of which the circumstances have occurred which originally excited public interest in the question under discussion.

In Note C will be found an abstract of the statements by witnesses of attacks made by the Serebas and Sakarrans, including those already remarked on as having occurred in Sambas, Pontianak, and the Natunas. Allowing for some of the attacks enumerated having been deposed to by more than one witness, there are about forty instances of attacks by them here recorded. These attacks are various in their character. When assembled in large parties or fleets of boats, it appears that they attacked solitary prows, surprised towns or villages at the dawn of day, or rowed swiftly along a river or the coast, and attacked the cultivators on the shore, or picked up any fishermen they fell in with. In smaller parties they lay in wait in the creeks of the rivers for passers-by, or came over by land through the jungle to the coasts nearest to them in bodies of ten or twenty, and took the heads of any cultivators whom they could surprise in the fields. Note C.

It is impossible to glance over the list of attacks here recorded, without perceiving that a great loss of life has taken place for many years. Besides the great success mentioned by M. Bondriot in the capture of 400 heads on one expedition, 120, 60, 40, and 30 heads rewarded their exertions on other occasions within the knowledge of the witnesses examined. In some cases villages or towns have been deserted on account of their ravages; and one witness, Nakoda Mahomed, mentioned a curious fact, that previous to the desertion of the town of Kalukka by its inhabitants, more people died there by the hands of the Serebas and Sakarrans than by any other cause. Nakodah Hajee Achmed, 14, 16. Nakodah Mahomed, 21, 22.

From the evidence that has been taken, there can be no doubt whatever that these attacks have been frequent and destructive to human life through a long course of years. Admitting the fact to be so, it might yet fairly be questioned whether these attacks were criminal acts, or merely the legitimate prosecution of intertribal warfare carried on in a barbarous manner.

The latter mode of viewing the question is exemplified in the statements of Messrs. Hentig and Napier, to which references will be found in Note D. Note D.

Mr. Hentig considers the Serebas and Sakarran expeditions to be intertribal war expeditions, in which nobody else has any right to interfere.

Mr. Napier thinks that in most instances those expeditions are from motives of intertribal warfare, that they are not at feud with all the tribes within four or five days' sail of them, and that they sometimes make peace, of which he gives instances.

Note E. In contrast with these opinions I have placed in Note E some of those statements of native witnesses which bear most directly on the point. If the Serebas and Sakarrans attack only certain tribes with which they are at war, and refrain from attacking other tribes with which they are not at war, then they may be considered as carrying on intertribal warfare. If, on the contrary, they attack indiscriminately every human being whom they are strong enough to kill or capture, then they are what has been popularly called pirates. Now an examination of the statements of witnesses shows that no selection of victims is made by the Serebas and Sakarrans, except a selection of those who are not strong enough to resist them.

The following are specimens of the statements:

M. Bondriot. Tan Kim Siree. "They kill indiscriminately on land and sea. If they meet a few people they take all their heads; if many, they do not trouble them."

Nakodah Serail. "The Serebas and Sakarrans make no choice. They attack anybody."

Nakoda Hajee Achmet. One instance of a peace contracted with them is stated by a witness: "The Serebas got goods on credit, after making peace, from the Rejang people. The Rejang people also made them large presents for the purpose of establishing a peace; and when they had secured the goods in their own country, they afterwards attacked them again, and denied having done so, laying it on each other, and stating they could not find out the criminals."

Hajee Achmet. Spenser St. John. The only tribe with which they appear to have been at peace is the Kanowit, consisting only of about seventy families, who were serviceable to them in procuring salt and iron from the coast.

The Serebas and Sakarrans have been shown to make murderous attacks, and to do so without selection of persons. There is yet one thing that might be alleged in their favour. It might be that their neighbours generally have been in the habit of attacking and injuring them, and that they have been driven to these courses in self-defence or from revenge.

Note F. I have therefore collected the statement of witnesses as to the causes of offence which may have been given to them to induce or to justify their attacks, and there is here again a unanimous declaration that no cause of offence has been given. In fact, considering that the Serebas and Sakarrans are an inland people, without trade, and inhabiting a very inaccessible country, it is difficult to perceive how causes of offence could arise which were so acutely felt by the offended party as to induce expeditions by sea in boats to a distance of 200 and 300 miles. It appears that no enemy had penetrated into the country occupied by these tribes until the British expeditions subsequent to 1840 did so.

One more suggestion was made in the course of the inquiry before the Commissioners. It was suggested that possibly other people committed the attacks deposed to in Sambas, Pontianak, &c., and that the Serebas and Sakarrans unjustly bore the blame. The point is scarcely worth attending to; but it will be found on a reference to Note H, that the Serebas and Sakarrans are very easily distinguishable from all other Dyaks, and could not be mistaken when seen.

Note H.

For their indiscriminate attacks by sea and land along the west coast of Borneo, the Serebas and Sakarrans have been branded with the name of pirates, but they have not been without defenders who denied the imputation.

G. Moses, 22. Mr. G. Moses, who had lived in Brunè, and had never heard the Dyaks mentioned as pirates, considered "that a pirate was a person going in a large vessel with guns and ammunition, and going to attack another vessel or country."

Hentig, 44. Mr. Hentig, who also considered the Serebas and Sakarrans not to be

pirates, "had always understood that pirates were those who go out from the Mediterranean ports, and Spanish Main, and other ports, in fine fast-sailing well-built and well-armed vessels, not in small boats that paddle along the coast."

The same sentiment may perhaps be traced in Mr. Napier's statement: Napier, 40.

"I fully believe that these intertribal wars and old feuds are the original of many of their expeditions: that these expeditions may sometimes combine piracy I also think highly probable—I mean to say piracy in attacking the smaller craft they meet with on these expeditions. But I have always understood the Dyak expedition to lie along the coast and near the shore, and not to extend more than four or five days out, and as many back."

In the two former passages an opinion is put forward that the existence of piracy is only possible where the offender is in a well-armed vessel.

I observe that similar objections have in like manner been made by other persons previous to the Commission being appointed, and that a want of a sufficient supply of firearms, the use of paddles, the presumed absence of masts and sails, and similar peculiarities, have been urged, as divesting the acts of the Serebas and Sakarrans of a piratical character. It is perhaps hardly worth taking notice of this line of argument.

Another view was put forward by the law agent employed to defend the character of the Serebas and Sakarrans. This was that they only take heads, but do not take plunder; that plundering at sea is piracy, but that murdering and taking heads at sea does not constitute piracy. Piracy has been considered so great a crime that a pirate has been declared to be an enemy of the human race; but if the above view is correct, it falls completely into the shade, and is eclipsed by the greater crime of indiscriminate massacre at sea, which yet is not piracy. It is that greater crime which Her Majesty's naval forces have attempted to suppress; and this line of reasoning would declare it to be wrong to suppress the greater crime of indiscriminate massacre, and right to suppress the minor one of plundering.

Whether, legally, piracy includes the lesser crime of committing depredations by sea, while it excludes the greater crime of indiscriminate murder, is a point which I may leave to be finally settled by the authorized interpreters of the law. There is, however, sufficient testimony to the fact that plunder did form a part of the objects of their expeditions, though not the principal object. It was usual for the Dyaks to be accompanied by Malays, who, it is not denied by any one, did take whatever plunder they could get, and the Dyaks therefore, who were their coadjutors, must be reckoned accomplices in plunder, even if they had no share in it when taken. It will, however, appear on examination of the statements in Note G, that the Serebas and Sakarrans did take plunder, and that they were undoubtedly plunderers as well as murderers. Note G.

To recapitulate what has been said of the Serebas and Sakarran Dyaks, it appears tolerably certain that they attacked indiscriminately, caused a vast annual loss of life, and took as plunder the goods which suited them. It has not been traced that they had any cause of offence given which induced these attacks, and many of their forays were at such a distance from their homes as to preclude the possibility of offence having been given.

On the other hand, the other tribes of the coast within their range appear to desire nothing except peace and security to trade. The other Dyak tribes have left off making petty wars and taking heads since they have come under Sir J. Brooke's influence, and the only disturbers of the coast have been the Serebas and Sakarrans.

In connection with this point I have placed in Note I the statement of witnesses regarding the character of other tribes of Dyaks, and their discontinuance of head-taking. The Serebas and Sakarrans are, however, merely local pirates, and it might be questioned whether those tribes were proper objects against which to employ Her Majesty's naval forces. Great Britain has no possessions on the coast which was harassed by their ravages, and it is not supposed, so far as I have learnt, that any Note I.

British vessel has ever been taken by them. Independently, however, of the fact that they attacked native traders, who frequent the British harbour of Singapore, I apprehend that their suppression will be found to be a fulfilment of the Treaty of 1847 with the Sultan of Borneo, and of 1824 with the Government of the Netherlands, and it is satisfactory that in acting under the provisions of Article IX of the former, the latter has been carried out to the extent of clearing the coast of the Dutch territories from their merciless piratical invaders. A marked distinction must be drawn between the periods before and after July 1849. In that month the great blow was struck against the Serebas and Sakarrans by the "Nemesis," under Captain Farquhar. It is to the period before that date that the accounts of their attacks chiefly refer. Its consequence was greatly increased security. Mr. St. John states that for five years no boat containing more than ten men has been cut off: one native witness says they have been at peace with his place of abode, Igan, since the English attacked them five years ago. A second, from Oya, says they were always formerly going along the Oya coast, but they have given this up since 1849. A third says, "since Sir James Brooke attacked the Serebas and Sakarrans, the Pontianak people are much pleased." A fourth says, before Sir James Brooke's time "the Pontianak people were afraid to trade at all to Sarawak, now they venture to do so." A fifth witness, a native of Mooka, states, that "the Mooka people have benefitted exceedingly by Sir James Brooke settling at Sarawak, more so than if he gave them a dollar a month each: there would be no trade without his assistance." These vague intimations of increase of trade and security are made more intelligible by a reference to Mr. Spenser St. John's statement that the Sarawak trade is now about eight times as great as it was in 1849, the year of Captain Farquhar's attack. In 1847 the exports from Sarawak were, in round numbers, worth 50,000 dollars. He calculated them himself last year, from the trade returns, at 400,000 dollars, exclusive of the gold exported. The imports were about equal with the exports, and increase in the same period in a like proportion. The trade of the whole coast, he adds, has increased, and the difference is strongly marked, and a very great increase in all the rivers. In the Serebas river there was no trade in 1849, and there is now a large trade.

Note K.
Spenser St. John, 35.
Nakodah Sreail, 24.
Abdul Rahim, 6, 7.
Hajee Mahomed Sahat, 6.
Nakodah Ali, 7.
Nakodah Moora, 32.
Spenser St. John, 35.

Sir James Brooke said that in 1839, 1840, and 1841, trade had totally ceased in Sarawak (a consequence no doubt of the rebellion then going on); not a single prow or trading vessel of any sort left the place for Singapore. Sarawak, when he took charge of the Government, had a Malay population of about 2,000 souls; it has now 15,000. Samarahan had about 200 Malay inhabitants; it has now 10,000—an increase stated to arise from the security derived from the neighbourhood of Sarawak. The advance of trade which has been thus indicated, is also shown in the returns of the Borneo trade with Singapore. In this it true the traffic with the Dutch possessions also is included, and it is probable that they have shared in the advantages, whatever they may be, which have given rise to this improved state of things.

Sir James Brooke, 9.

I annex a statement which was made out at my request in the Government office at Singapore, by which it will be seen that the import trade of Singapore with Borneo has increased from 5,86,445 rupees in 1842-1843 to 12,70,346 rupees in 1852-1853; while the export trade has risen from 6,66,049 rupees to 12,04,231 rupees. I subsequently ascertained that in 1811 the imports were 2,51,909 rupees, and the exports 3,18,948 rupees. The conclusions I have arrived at are that the Serebas and Sakarran Dyaks, by their frequent piratical and murderous expeditions, kept the coast within their range in alarm, and prevented the development of a prosperous commerce; that the punishment inflicted by the "Nemesis" expedition in July 1849 was followed by a nearly total cessation of their attacks by sea—a result materially aided by the establishment by Sir James Brook of three forts in commanding positions in their rivers, which guard the principal passages by which it was formerly usual for the great fleets of their boats to leave their country. The result of these measures has been the discontinuance of large expeditions, and in fact of all expeditions by sea, except those of a few of the bolder and more venturous spirits, who

Note L.

get to sea with a few war-boats through channels formerly not much in use. The earlier period after July 1849 was marked by the resort of the Serebas and Sakarran Dyaks themselves to Sarawak with their war-boats converted to the use of trading vessels. This appears to have now been discontinued, and their trade with Sarawak is carried on by other and probably more convenient means, but there is a large trade. Their once united society is now divided. The Malays, who live nearer the sea, and formerly accompanied them on their expeditions, have taken fully to peaceful and commercial pursuits, for which their situation gives them advantages. The Dyaks nearest to the sea have done the same. Those farthest from the sea, and most inaccessible to a hostile force, and to the emotions its presence would cause, still desire to keep up the old practice of head-hunting and piracy. It is still uncertain to which side the victory will ultimately belong. The authority of the Sultan of Borneo and Sir James Brooke is now acknowledged within their rivers, and it seems probable that eventually the more peaceful party will prevail. A few words remain to be said on the subject of the letter or memorial to Mr. Hume dated January 1851, which was signed by fifty-three merchants, &c., resident at Singapore. This document was of some importance, and it was made more prominent by a portion of the signers being permitted to appear before the Commissioners by a law agent to support the spirit of the memorial. This law agent, Mr. Woods, had already taken part, as a newspaper editor, in discussions on the subject in a spirit hostile to Sir James Brooke. His zeal in the cause was undoubted. But with full liberty to summon and examine witnesses, he entirely failed to bring any matter of any weight in support of the cause he had espoused.

On the other hand Sir James Brooke refrained from appearing either personally or by an agent, and the only part taken by any person connected with him was that Mr. C. Grant, who acted as his Private Secretary, inquired among the native vessels in the harbour for persons acquainted with the acts of the Serebas and Sakarrans: he did this at the instance of the Commissioners. There was also a law agent, Mr. Aitkin, admitted to act as representing certain residents who had signed an address favourable to Sir James Brooke, but his attention was directed only to some points of detail, and had in fact but little bearing on the general question. Every exertion, in fact, was used, on the one side, to clear the character of the Serebas and Sakarrans; while virtually nothing was done, on the other, except the production of witnesses, whose examination was wholly left to the Commissioners and to the adverse law agent. The results have already been stated.

Though nothing was produced which confirmed the view taken in the memorial to Mr. Hume, there did appear some reason why so many persons should have signed it, professing that they had not reason to suppose the Dyaks in question were a piratical people. Some residents of Singapore stated they had never heard of them as pirates, till called so by Sir James Brooke, and some traders who had resided in Borneo, deposed that they had never heard when there that they were pirates. Their statements will be found in Note M.

Six of the persons who signed the memorial, stated their reasons for doing so; four of them did so for reasons similar to what have been stated: that they did not believe them to be pirates, and thought inquiry desirable; a fifth wished to withdraw his name; another, Mr. G. T. Wright, signed because he thought the result would be favourable to Sir James Brooke. This latter statement deserves particular attention, because in the list or book of charges furnished by Mr. Hume, Mr. G. T. Wright's name to the memorial is stated as having especial weight, from the circumstance of his having commanded a schooner belonging to Sir James Brooke. Note M. Note N. Page 30.

The possibility of the Serebas and Sakarrans committing frequent outrages on the coast of Borneo, and of the fact being unknown at Singapore, might not unreasonably be doubted; Mr. Church, Resident Councillor at Singapore for the last seventeen years, made a statement on this subject in the last five answers of his evidence. He said, that before Sir James Brooke settled at Sarawak, it was not probable that

anything would be heard of such atrocities at Singapore, and that he believed great atrocities were often committed in Malayan States without being heard of at that Settlement.

Note O. Henry, 36, 37, 40.

It may further be observed, that no trading-vessel ever came from the Serebas and Sakarran vessels to Singapore; a fact, however, which while it cut off a source of information, might have been considered an unfavourable indication of character.

(Signed) H. B. DEVEREUX.

Note A.

Napier:—

57. The Serebas and Sakarrans go as far as Sambas on their expeditions.

60. There is no passage overland between the Sakarran country and Sarawak.

63. The Dyaks often go out without any Malays. They have made attacks as far as Sambas and Pontianak, without Malays.

68. Believes they trade to a small extent, but never beyond Sarawak.

71. The Sakarrans live 100 miles from the sea. The Serebas' places nearest to the sea are 40 or 50 miles from it.

31. Their expeditions have extended southward to Pontianak; northward to Cape Sivi, or beyond it.

75. The mouth of the Sambas river is a little more than 200 miles from the mouth of their river, coasting as they go.

76. Has not heard of their going lately as far as Pontianak.

78. Has never heard of any expedition against them from Sambas, either by the Dutch Government or the natives.

79. The cause of quarrel may be antecedent to my knowledge. They are mentioned as engaged in intertribal warfare from the earliest times. Chinese village of Sillaka was attacked.

Hentig:—

23. Has heard of the Serebas and Sakarran being down as far as Sambas.

63. States that at the time of Captain Farquhar's expedition in 1849, some Serebas and Sakarran prows put into the mouth of the Sarawak river, burnt several houses, &c., being then on their return from Sambas, which coast they had been plundering.

Datoo Patingi:—

142. There is no road from Sarawak to Sakarran.

Orang Kaya:—

Has not seen the Serebas and Sakarran; the report is that they always visit Sambas and Pontianak for heads.

Lo Choong:—

Twenty years ago occurred the attack on Sooga Rya, half-a-day's journey from Montrado. The Kongri sent a party to assist; I was one. Some of the houses were burnt, some not burnt. Saw all the bodies headless. Brass wares, scented-wood, tobacco, and other goods taken away. The people killed were all Chinese, who had never given any offence to them.

Hajee Mahomed Sahat:—

1. Knows the Serebas and Sakarran have been frequently attacking and killing at Mompawa. Describes their attack in Mompawa, about

ten years ago; they had frequently come up before into these rivers, and had taken the heads of the Chinese who are settled there.

2. They very commonly took people from the fishing-stakes before Sir J. Brooke's time.

Nakodah Ali :—

3. During his father's time, twenty-five years ago, heard of the Serebas and Sakarran always killing people towards Pontianak.

5. Describes the capture of the village of Sakdantmon on the Pontianak river about ten years ago. Ten people were killed or taken, and all the goods plundered.

Nakodah Boojang :—

3. Was at Pontianak when the Serebas attacked Soholantin, about ten years ago, and killed two or three Malays, and burnt the town; mentions also the attack on Mompawa.

M. Bondriot :—

Knows one instance where they killed 400 in and out of the Dutch possessions. They have ravaged the Dutch Settlements perhaps a hundred times.

Note B.

Orang Kaya Dana Makota :—

18. Mentions that the Serebas and Sakarran have been to the island. The Sirhassan Chief wrote to that effect. Believes they killed 19 men. Describes a fight between the islanders and the Serebas and Sakarran. Thirty Serebas and Sakarran killed by a bankong stranding, twelve; this is certainly true.

23. There was no cause of offence, no reason whatever for the Serebas and Sakarran coming to attack the island; the islanders had done nothing to them, and do not even trade with them.

24. The islanders never go over to attack them, not even to trade.

Nakodah Hajee Achmet :—

3. Was attacked fifteen years ago, off Talong Talong, by thirty Serebas' boats, which had just returned from pillaging Sir Hassan.

Note C.

Wilkinson :—

9. Mentions attacks on the River Egan, in 1848, and in the Mooka river.

17. In the Ryang river.

Datoo Patingi :—

84. His own nephew was killed.

22. His own son was killed.

134. Three instances of prows taken and the crew murdered.

Mr. Rappa :—

1. On himself, in a Dutch schooner, in 1837.

Nakodah :—

5. On himself and two prows, about ten years ago.

Nakoda Laman :—

7. His younger brother killed at Sadong.

Abdul Kassim :—

3. On a prow, in sight of himself; also on some women at Rejang; also describes an expedition which he saw go out.

Mataip :—

1. On himself, with three prows in company; his uncle was killed.
2. His brother was killed at Seriki, when working in a field.
4 Two men killed.

Moosah :—

7. On Campong Katapan, when 120 men and women were killed.
9. On Samarahan, when 60 men and women were killed or taken.

Orang Kaya Dana Makota :—

18. On Sir Hassan, in the Natimas.

Nakodah Mahomed :—

1. The destruction, twenty years ago, of Nakodah Minooddeen, a Bruné or Kalukka man, and 40 of his crew, Bruné men.

10. The destruction of Nakodah Mahomed and all his crew—Bruné men—fourteen years ago.

15. An attack on himself.

Nakodah Abdoollah :—

5. An attack on himself, at sea; was severely wounded. A second attack on himself, at sea, a year before Sir J. Brooke's time. A year er, his adopted father killed, on land.

Nakodah Hajee Achmet :—

3. An attack on his prow, fifteen years ago, at sea.

5. A second hostile encounter off the Sakarran river. A third attack on himself, when fishing near Oya.

6. Several places that have been destroyed by the Serebas and Sakarran.

Lo Choon Chang :—

3. An attack on mate, six or seven years ago; two men killed.
6. An attack on his prow, in his own sight.
11. Attack on Soonga Rajah, near Montrado.

Badder :—

2. An attack on himself, at sea, fifteen years ago.
3. Present when mate was attacked fifteen years ago.

Mahomed Saleh :

3. Present when Oya was attacked fifteen years ago: half the town burnt.

4. Present when a large and small prow were attacked at sea; the small prow taken; crew killed.

5. Knows many other instances, but it would take till night to relate them.

Abdul Rahim :—

3. Attacked three years ago, in a boat at sea, between Oya and Igan; the boat taken.

Nakodah Mahomed :—

1. Was attacked when fishing off Oya.
15. A great attack on Oya, fifteen or twenty years ago, by Brea Rajah, 120 houses burnt.
18. Another attack on Oya, three years ago.

Hajee Mahomed Sahat :—

1. Attack on Mompawa, ten years ago.
5. Attack on Sokolantin, near Pontianak, ten years ago.

Nakodah Boojang :—

3. The same attack on Sokolantin.

Nakodah Moora :—

6. An attack on Mooka, since Sir J. Brooke's time; many people killed.
7. Another attack, a year later.
13. A third attack, later.
21, 22. Two men killed on land, within a month, before he left Mooka, for Singapore.

Spenser St. John :—

5. An attack on the Malays of Ladong river, in 1849; 100 killed.

Note D.

Hentig :—

10. The other Dyaks are hostile to them, because they have frequently been at war, and the Serebas and Sakarran have taken heads, women, and children; the feud is of very old standing.
11. The other Dyaks have done similar acts on the Serebas and Sakarran.
12. The propensity for head-hunting is equally strong in all Dyaks.
67. Should call all the Serebas and Sakarran expeditions intertribal war expeditions, principally for the purpose of procuring heads, like the North American Indians, who, on war expeditions, destroy anybody they meet on the way.
68. They are legitimate war expeditions in their estimation, and in his estimation; being war expeditions in which they themselves alone are concerned, nobody else has any right to interfere.

Napier :—

3. Knows they have of late years been called and been attacked as pirates. Should say the predatory Dyaks of the west coast of Borneo are a race of man-slayers and slave-hunters, and that they ravage the coast in their vicinity for the purpose of procuring heads and slaves.
40. Has no doubt the Dyaks have intertribal wars and long-standing feuds, and these are the origin of many of their expeditions; they may also combine piracy by attacking the smaller trading prows; but has always understood they go close along shore, and to a distance of not more than four or five days' sail out.
53. Thinks that in most instances their expeditions are from motives of intertribal warfare; marauding for purposes of plunder is not the object. They go to take the enemies' heads.
58. They are not at feud with all the tribes within four or five days' sail. They sometimes make peace: gives instances of this.
77. They are certainly principals in their intertribal wars.
70. From the first arrival of Europeans, the Dyaks are mentioned as engaged in incessant intertribal warfare. No doubt they have attacked Chinese, *e. g.* Silako.

Note E.

Dátoo Patingi :—

59. The Serebas and Sakarran attack whatever prow they come across.

77. All skulls are alike to them—they have no choice.

Tan Kim Siree :—

Has only heard these two tribes mentioned. If they meet a few people, they take all their heads; if many, they do not trouble them.

9. They do this on the sea, on the shores, and the islands.

Nakodah Terail :—

21, 23. The Serebas and Sakarrans make no choice; they attack every body.

Nakodah Laman :—

4. Knows of the Serebas and Sakarrans; and that whenever they see strangers, they only desire to kill them.

15. They want their heads only.

Moosah :—

10. To take heads is their custom and delight; they are thought brave in consequence.

50. Katapan and Samarahan (two places attacked) were inhabited by Malays and a few Bugis.

Nakodah Mahomed :—

8. They were all Brunć men (killed) on board the prow.

18. They do not care who they meet at sea; they kill everybody.

21. The town of Kalukka deserted on account of their attacks.

Lo Choong Chang :—

7. The crew of the prow (attacked) were Sarawak men, Malays.

31. The people killed at Soonga Raya were all Chinese.

Hajee Mahomed Sahat :—

1. Describes the attack on Mompawa about ten years ago. They had frequently come before into those rivers, and taken the heads of the Chinese settled there.

2. They very commonly took people from the fishing-stakes before ir J. Brookes' time.

Nakodah Ali :—

31. Describes the capture of the Malay village of Sokolantin, on the Pontianak river, about ten years ago. Ten people were killed or taken, and all the goods plundered.

Nakodah Boojang :—

Mentions the attack on Sokolantin about ten years ago, and says that two or three Malays were killed.

Note F.

Datoo Patingi :—

22. Before Sir J. Brooke's arrival the Sarawak Dyaks and Malays have attacked the Serebas and Sakarran. They went out, but did not see the enemy, and returned. Went himself, because they had killed his child.

78. Has never known but one attack made by the Sarawak Dyaks and Malays on the Serebas and Sakarran before Sir J. Brooke's time; th t was about twenty years ago: went with them.

79. Does not know about other Dyaks having attacked them or not.

Wee Guan Wee :—

States the report of the Borneo people, that the Serebas and Sakarran are enemies to all men.

14, 15. The Mato people say the same, and that the Serebas and Sakarran attack them. They did not say they themselves had attacked the Serebas.

26. The Borneo traders say of them that they go out head-hunting, and take the head of every one they meet, without distinction, on the sea and small rivers.

Nakoda Serail :—

14, 15. The Igan and Oya people were on bad terms with the Serebas and Sakarran. The Igan and Oya people make no depredations.

21, 23. The Serebas and Sakarran make no choice; they attack every body.

Moosa :—

18. The Samarahan, Ladong, and Sarawak people blockaded their coast in Serif Sahib's time, after the two above attacks; they took it by turns. They did not dare to go into their country, but had prows and larger vessels, and could prevent them getting out to sea or getting salt.

Abdul Kassim :—

10. Kintap did not mention any cause of quarrel. If a relative dies he goes out for heads, It is a relief to his feelings.

Orang Kaya :—

23. No offence given; no trade; no attack.

Nakodah Hajee Achmet :—

7. There was no cause of offence whatever. It is their profession to kill people.

22. The other tribes have never attacked the Serebas.

Nakodah Moomin :—

11. There was no offence given to cause this attack.

Hajee Mahomed Sahat :—

3. There was no cause of offence, but merely a desire to take heads

5. The Pontianak people have never attacked their country.

Mahomed Salik :—

7. These attacks have no cause or bad feelings, and are unprovoked; their object is only to get heads and plunder.

Nakodah Moora:—

8. There was no cause.

Note G.

Datoo Patingi:—

35. Their object is to get skulls, capture women and children, and get property.

Moosa:—

7. At the attack on Campong Katapan, they carried away plunder as well as heads.

31. The description of plunder taken away was brass plates, brass dishes, gongs, and clothes, and everything they took a fancy to.

33. It is their habit, which he knew long before. It is only what he thinks. Did not actually see the things taken. It is always their custom.

36. They take their Malays with them. The Malays take the plunder.

Abdul Kassim:—

Kintap showed me a great deal of plunder—gold, silver, and other things. He is a Chief of Sakarran. I slept in his house during the time. He told me of the attack on Pontianak.

Sir James Brooke:—

12. The late expedition we captured a brass gun of about 1½ cwt., which was captured from a small guard-boat belonging to the Sultan of Pontianak, at Mompawa.

4. It was known to many as such. It was called universally throughout the country "the bachelor of Mompawa," and was captured by a Chief named Kintap, about from fifteen to eighteen years ago.

Nakodah Mahomed:—

Their object is to take men: heads and property are their desire. They prefer heads. The plunder is divided between them. The Chiefs get more; the common people less. Whoever takes the plunder gets half. The rest is divided among the whole—the Malays get part of it and the Dyaks part. There is no division of heads.

The Serebas Malays told him this.

Boojan:—

They chased him because they wanted to take goods and heads. They would take sago and goods. They will take all goods.

Loo Choong Chang:—

1. The Dyaks take the heads; and all the other goods, gold and silver, the Malays take. When Soonga Kaya was attacked, women were captured—the dead bodies were headless. Brassware, tobacco, scented-wood, and other goods were carried off. The people killed were all Chinese.

Nakodah Hajee Achmet:—

8. They took the whole of the prows and property, and they cut to pieces the prows.

10. At the Kajoowong village, saw a great number of corpses; al the houses were burnt. The bodies were all headless, and everything was destroyed; the property, guns, and lelas all plundered.

Nakodah Moomin :—

At the attack on Oya they took all they wanted—a variety of goods and fire-arms, and the rest was burnt.

Abdul Rahim :

2. His property was left in the boat, and the Serebas took it all. They cut the boat up into pieces.

Nakodah Ali :—

6. At Sokalantin they had killed or captured ten people. They plundered all the goods of the village.

Mahomed Salih :—

3. In the attack on Oya, fifteen years ago, they got possession of half the town, and everything in the half they had possession of they took away. They made a clean sweep.

Note H.

Nakodah Abdoolla :—

8. Their head-dress, bangles, &c., are different from other Dyaks, and there is no difficulty in distinguishing them.

Budder :—

2. The Serebas' dress is well known to everybody.

Nakodah Moomin :—

7. The Serebas Bankongs have a bundle of split leaves and staff, as a flag; they know each other by that.

Nakodah Ali :—

1. Knows the Serebas from other Dyaks by their dress, ear-rings, &c.

Note I.

Hentig :—

12. The propensity for head-hunting is equally strong in all Dyaks.
75. Has heard that Sir J. Brooke has always forbidden the Sarawak Dyaks to go upon head-hunting expeditions.

Datoo Patingi :—

5. Has sixteen tribes of Sarawak Dyaks under his control.
12. The Sarawak Dyaks do not now foray for heads. They are attacked by others, but do not attack.
119. The Sahoo tribe of Sarawak Dyaks killed two men and were fined.
135. Sir J. Brooke has forbidden head-taking in his jurisdiction.

Nakodah Mahomed :—

39. The Dyaks (not Serebas and Sakarran) left off taking heads since Sir J. Brooke's time.

Mahomed Salih :—

8. No other tribe but the Serebas attacks indiscriminately. Does not know the Sakarran people.

Abdul Rahim :—

8. Is not afraid of other Dyaks.

Nakodah Moomin :—

22. All Dyaks are bad and take heads. The other Dyaks did go along the coast and take heads before Sir J. Brooke's time, but not after. Has heard so.

Nakodah Moora :

33. There are no other bad Dyaks but the Serebas and Sakarran.
44. Nobody says these two are good.

Note K.

Tan Kim Siree :—

11. The attacks of the Serebas have much decreased in the last seven years.

Nakodah Serail :—

24. The Serebas have been at peace with Igan since the English attacked them five years ago.
45. Does not know that they have ever been friendly; they have been somewhat friendly in the last five years.
48. Instances a recent murder. They are troublesome latterly.

Nakodah Laman :—

12. They are always killing people now.

Mataip :—

29. Seven months ago the Dyaks were making war-boats at Kubong, and the Malays went up and took him away.

Nakodah Mahomed :—

19. Since 1849 has heard of attacks by land but not by sea.

Mahomed Salih :—

9. Their attacks have ceased in the last fifteen years, because Sir J. Brooke attacked them.

Abdul Rahim :—

67. They were always going along the Cya coast. They have given this up since 1849, because Sir J. Brooke attacked them.

Hajee Mahomed Sahat :—

6. Since Sir J. Brooke attacked them the Pontianak people are much pleased.

Nakoda Ali :—

7. The Pontianak people, before Sir J. Brooke's time, were afraid to trade by sea to Sarawak ; now they venture to do so.

Nakodah Moora :—

32. The Mooka people have benefitted exceedingly by Sir J. Brooke's settling at Sarawak—more so than if he gave them a dollar a month each. There would be no trade without his assistance.

Brown :—

31. The prows were more numerous in 1853 on the coast than in 1850.

35. The prows are now about double what they were in 1847. Attributes to the protection from the name of the Labuan Government.

36. There is no protection to trade at Labuan.

Spenser St. John .—

35. The Sarawak trade is now about eight times as great as in 1849: gives particulars. In all the other rivers there is a great increase. In the Serebas rivers there is a large trade; there was none before 1849. The increase of trade has been caused by the greater security of transit by sea. No trading boat with more than ten men has been taken for five years.

Sir J. Brooke :—

3. When he took charge of Sarawak it had a Malay population of about 2,000. It has now about 15,000. At that time Samarahan had about 200 Malay inhabitants ; it has now 10,000.

In 1839, 1840, and 1841 not a single trading vessel left Sarawak for Singapore. The tonnage last year amounted to 30,000, and the total imports and exports to 1,000,000 dollars. The trade of Sarawak alone is probably greater now than that of the whole coast, exclusive of Dutch territory, ever was before. The trade returns of Sarawak show 800,000 dollars for last year ; but this is only an approximation, and it is moderately stated at 1,000,000.

The cause of this increase is the security to life and property in Sarawak.

Note L.

Comparative Statement of the trade of Singapore with Borneo during the official year 1842-1843 and 1852-1853.

Imports :

	Co.'s Rupees.
1842-1843 - - -	5,86,445
1852-1853 - - -	12,70,346

Exports :

	Co.'s Rupees.
1842-1843 - - -	6,66,049
1852-1853 - - -	12,04,231

(Signed) T. CHURCH,
Registrar of Imports and Exports.

Singapore, November 8, 1854.

True copy.

(Signed) H. B. Devereux.

During the last official year 1853-1854, the trade with Borneo increased to—

	Co.'s Rupees.
Imports - - - -	18,09,051
Exports - - - -	1,38,428

True extract.
(Signed) H. B. Devereux.

Note M.

Dave :—

12. Never heard of Dyak pirates till the expedition of the "Nemesis."

Kaek :—

Visited Sarawak in 1838. Dyaks came daily on board. Heard of Dyak head-hunting.

18. Never heard of Dyak pirates, always of Illanun pirates.

Henry :—

Visited Bruné and Sarawak, and daily boarded prows at Singapore from 1833 to 1843.

33. Never heard of Dyak pirates.

Seth :—

Visited Borneo four times for three months each; did not hear of Dyak head-taking.

22, 25. First heard of Dyaks being pirates about two years ago at Singapore. Does not believe they are pirates.

Moses :—

Was at Bruné from 1833 for three years.

13. Heard of Dyak head-taking; never heard of Dyak pirates.

Hentig :—

Was at Sarawak from 1844 to 1853. The propensity for head-taking is equally strong in all Dyaks.

43. Heard the Serebas and Sakarrans called pirates, but did not agree.

Guthrie :—

10, 11. Never heard of Dyak pirates till 1842.

Napier :—

A resident at Singapore since 1823; paid particular attention to piracy.

16. First heard of the Dyaks called pirates about twelve years ago.

Crane :—

A merchant at Singapore since 1824.

9. Never heard of Dyak pirates till 1840 or 1841.

Note N.

Palha:—

Wished for inquiry: but knew nothing on the subject.

Mr. Baumgarten :—

Ditto.

Wright:—

4. Thought inquiry must be favourable to Sir James Brooke.

Tevindale :—

Signed without reading, and wished afterwards to take his name off the memorial.

Dave :—

Signed the memorial; knew nothing of the people of the north-west coast of Borneo: was wrongly described in the memorial.

Guthrie:—

The objects for which he signed are stated in the memorial itself. There were other objects. Sir James Brooke wrote to Lord Palmerston that all except three houses at Singapore concurred in the address presented to him. Witness and several others did not agree with that address, and Mr. Hume was advised to the contrary.

Woods :—

States the manner in which the memorial and descriptions of the signers were prepared.

Note O.

Henry :—

36. Has boarded prows in Singapore from Bruné, Miri, Bintulu, Kalukka, Mooka, Sadong, Serikee, Barram, Sarawak, Linga, and other places.
37. None from Mato.
38. Never heard of any from the Serebas river.
40. Has never heard of boats coming here from the Serebas and Sakarran rivers.

Datoo Patingi :—

70. Formerly the Serebas and Sakarran did not trade with Sarawak, now they are at peace and trade with Sarawak.
71. They first did so after the expedition of 1840.
72. Before that there was no trade with them.

Napier :—

51. Never heard of a trade with Sakarran from Singapore.
22. Believes they trade to a small extent, but never further than Sarawak.

Lo Choong Chang :—

13. The Chinese do not trade to Serebas or to Soonga Roya.

Hajee Mahomed Sahab :—

4. The Serebas do not trade to the Pontianak river.

Minutes of Proceedings under the Commission.

Court House, Singapore, September 11, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

THE Commissioners took their seats at 11 A.M., in the Court House.

Clerk read the Commission.

Sir James Brooke handed to the Commissioners a protest, with inclosures, against the instructions of Lord Clarendon directing the formation of the Commission, to be forwarded to the proper quarter.

Owing to no parties coming forward, and nothing apparently being in readiness, the Court adjourns till Thursday, the 14th instant, at 11 o'clock, A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, September 14, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 o'clock, A.M., in the Court House.

No parties appeared to prefer any charges against Sir James Brooke.

Sir James Brooke expressed a wish that a stated time should be fixed for receiving charges under the third head of the Commission, as until that part of the inquiry was gone through, he was of opinion the remaining part could not be entered upon.

The Commissioners expressed themselves unable to state any fixed period at that sitting, but would give Sir James Brooke's observations their consideration.

Court adjourns at half-past 11, till Tuesday next the 19th instant, at 11 o'clock, A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, September 19, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 o'clock, A.M., in the Court House.

Mr. Woods presented an Address to the Commissioners, signed by some of the merchants of Singapore, which was read by the clerk.

Mr. Woods announced that he appeared as law agent for several of the gentlemen who had signed the Address to Mr. Hume, and requested that he might be allowed till Saturday next, the 23rd instant, to prepare evidence, as the case was only newly put into his hands.

Mr. Prinsep expressed himself pleased that some one had come forward to assist them in procuring such evidence as was most necessary for the carrying out of the Commission with which they were charged, but expressed himself astonished that further delay was necessary, when the knowledge of their coming had been known so long.

Henry Allen Allen, M.D., and Christian Baumgarten, Law Agent, were called and examined as parties who signed the letter to Mr. Hume, and were cross-examined by Sir James Brooke in person.

James Motley, Civil Engineer, and late Manager of the Eastern Archipelago Company, was examined on the subject of collieries at Labuan, and cross-examined by Sir James Brooke in person.

C. F. Bondriot, late Assistant Resident in the service of the Dutch Government on the coast of Borneo, was examined on the nature of the Dyaks and pirates in general in these seas, and was cross-examined by Sir James Brooke in person.

Court adjourns at half-past 3 till 11 o'clock, A.M., to-morrow.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, September 20, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seat at 11 o'clock A.M. in the Court House.

James Motley, Civil Engineer, and late Manager of the Eastern Archipelago Company, was further examined on the collieries of Labuan, on the translation of a certain Malay document handed in by Sir James Brooke, and on the charges of truck payment, brought against the Company by Mr. Drummond.

Court adjourned at 5 o'clock till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, September 21, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 o'clock A.M. at the Court House.

James Motley, Civil Engineer, and late Manager of the Eastern Archipelago Company, was further examined on the charges of truck payment, brought against the Company by Mr. Drummond, and on a letter issued by himself and Mr. Burns, purporting to come from the Sultan of Borneo.

Court adjourned at 4 o'clock till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, September 22, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

George Tod Wright and Thomas Tevindale were examined as to their having signed the memorial to Mr. Hume, and cross-examined by Sir James Brooke in person, and Mr. Woods (as one who signed the memorial to Mr. Hume).

Court adjourned at a quarter to 2 o'clock till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, September 23, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

George Julius Dare was examined as one who signed the memorial to Mr. Hume, and as sailing for many years in the Eastern Archipelago; and was cross-questioned by Mr. Woods. In the course of the cross-examination, Mr. Woods was stopped by the Commissioners, on his wishing to take evidence regarding conversations which he (the witness, Mr. Dare) had overheard among the officers of the "Nemesis," the Commissioners objecting to this line of questioning; Mr. Woods having stated in reply to a question, that he wished to elicit the opinion of the officers as to the justifiableness or unjustifiableness of the expedition.

Robert Bain, merchant, was examined by Mr. Woods as to an address he signed to Sir James Brooke.

Joseph Koek and John Henry were examined, as traders with Borneo.

Court adjourned at half-past 3 o'clock till the 26th instant, at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, September 26, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

Aneret Seth was examined by Mr. Woods as a trader with Borneo, and cross-questioned by Mr. Aitkin, who stated he appeared at the request of some of the gentlemen who signed the address to Sir James Brooke of 5th November, 1849, and was admitted by the Commissioners, on his handing in his letter of authority.

William Wilkinson was examined as to Borneo, and the nature of the pirates on the north-east coast of Borneo, and was cross-questioned by Mr. Woods, who was interrupted by the Commissioners, his line of cross-examination being irrelevant. Mr. Woods stated that his object was to prove that the Sarawak Dyaks joined in the attacks on the Sakarran Dyaks, with the barbarous object of taking heads; and therefore, to indulge that

desire, persuaded Sir James Brooke and Her Majesty's officers to attack the Serebas and Sakarran Dyaks, for the purpose of getting their heads. The Commissioners remarked that it was not necessary to inquire into the conduct of the native allies during or after the battle; that no doubt they did not behave as British sailors, but, being barbarous, in a barbarous manner; and that the question for inquiry is, whether the Dyaks of Sakarran and Serebas are of a piratical character or not.

Galestine Moses was examined on Borneo and the character of the Dyaks, being a long resident there; and cross-questioned by Mr. Woods.

Court adjourns at 3·35 P.M. till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, September 27, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

James Motley addressed the Commissioners, stating his willingness to undergo any further examination wished for by the Commissioners on their part, but objected to be further examined by Sir James Brooke until he was distinctly informed from whom, and where, he was to receive a remuneration.

Mr. Prinsep stated that the matter would be taken into the consideration of the Commissioners; that they had no power to grant remuneration to witnesses who were on the spot. Mr. Aitkin, as appearing for some of those who signed the address to Sir James Brooke, puts the question formally for whom Mr. Woods appeared.

Mr. Prinsep stated that Mr. Woods, as a memorialist, had a right to appear. Mr. Woods handed in a letter of authority, signed by ten persons, parties to the memorial to Mr. Hume.

Robert Hentig, formerly resident at Sarawak, was examined by Mr. Woods, and cross-examined by the Commissioners and Mr. Aitkin.

Court adjourns at half-past 3 o'clock, till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, September 28, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

Mr. Grant, on the part of Sir James Brooke, announced that at the conclusion of Mr. Woods' case for the memorialists to Mr. Hume, Sir James Brooke, by permission, would proceed with the proofs of piracy, without the intervention of law-agents on either side, and that all questions that other parties are desirous of asking should be put through the Commissioners.

Mr. Prinsep, in answer, stated that the inquiry having been admitted to be conducted by law-agents on either side, it was now too late to change that mode of conducting it, and that the evidence which Sir James Brooke may produce will be submitted, therefore, to the cross-examination of the opposite party's agent.

Datoo Patingi Gapoor, of Sarawak, was examined by Mr. Woods, as to the Serebas and Sakarran being pirates, and cross-examined by Mr. Aitkin: further examination postponed till another day.

Court adjourns at 4·10 P.M., till to-morrow the 29th instant at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, September 29, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

James Guthrie, merchant, Singapore, was examined by Mr. Woods, as one of those who signed the memorial to Mr. Hume, and cross-examined by Mr. Aitkin.

The Honourable Thomas Church, Resident Councillor at Singapore, was examined by Mr. Woods, regarding any official information he might be possessed of regarding the pirates of the Archipelago: further examination postponed till another day, not being furnished with the necessary documents.

William Napier, law agent, Singapore, was examined by Mr. Woods, on his information regarding the pirates of the Eastern Archipelago, and cross-examined by Mr. Aitkin: further examination postponed till to-morrow.

Court adjourns at 4·30 P.M., till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, September 30, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

William Napier, law agent, Singapore, re-examined by Mr. Devereux regarding the pirates of the Eastern Archipelago, and cross-examined by Mr. Aitkin.

Datoo Patingi Gapoor, of Sarawak, re-examined as to the Serebas and Sakarrans being pirates, by Mr. Woods, and cross-examined by the Commissioners and Mr. Aitkin.

Court adjourns at 4·25 P.M., till Wednesday the 4th October, at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 4, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

Wee Guan Ho, Wee Guan Wee, Tan Kim Siree, Borneo traders, were examined by the Commissioners, and cross-examined by Mr. Woods and Mr. Aitkin.

Owing to there being no further witnesses, the Court adjourns at 1·30 P.M., till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission

Court House, Singapore, October 5, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

No parties coming forward, the Court adjourns at 11·30 o'clock, till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 6, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Honourable Thomas Church, Resident Councillor of Singapore, re-examined by Mr. Woods, and cross-questioned by the Commissioners.

Court adjourns at 3 o'clock, till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 7, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 o'clock A.M. in the Court House.

Madame Dutronqua was examined by the Commissioners, and cross-questioned by Mr. Woods and Mr. Aitkin.

Thomas Oyen Crane and St. John Arnold Rappa were examined by Mr. Woods, and cross-questioned by the Commissioners and Mr. Aitkin.

Court adjourns at 4 P.M., till the 9th instant at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 9, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 o'clock A.M., in the Court House.

William Napier re-examined.

Mr. Aitkin stated he had no witnesses to call in proof of piracy; hands in list of Parliamentary Papers, books to which he directs the attention of the Commissioners, and expressed his readiness to aid in ascertaining whether any further testimony is at present procurable in Singapore.

Court adjourns at 3 P.M., till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 10, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 12 A.M. in the Court House.

Pangeran Serail and Nakodah Suma were examined by the Commissioners, and cross-questioned by Mr. Woods.

Court adjourns at 4 P.M., till to-morrow at 12 o'clock.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 11, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 12 A.M. in the Court House.

Moosa, Abdulhassim, and Matip were examined by the Commissioners, and cross-questioned by Mr. Woods and Mr. Aitkin.

Court adjourns at 4·20 P.M., till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 12, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 A.M. in the Court House.

Orang Kaya Dana Makota, Nakodah Mahomet, and Boojan were

examined by the Commissioners, and cross-questioned by Mr. Woods and Mr. Aitkin.

Court adjourns at 3·50 P.M., till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 13, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 A.M. in the Court House.

Soo Chin Chiang, Nakodah Haji Achmet, Nakodah Abdullah Retti were examined by the Commissioners, and cross-questioned by Mr. Woods.

Court adjourns at 4 P.M., till to-morrow 11 A.M.

(Sigued) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 14, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 A.M. in the Court House.

Nakodah Moomin and Abdul Rahmin were examined by the Commissioners and cross-questioned by Mr. Woods.

Court adjourns at 2 P.M., till the 16th instant at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 16, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 A.M. in the Court House.

Nakodah Ali, Haji Mahomed Sahat, and Mahomed Salik were examined by the Commissioners, and cross-questioned by Mr. Woods.

Court adjourns at 2·20 P.M., till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 17, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 A.M. in the Court House.

Spenser St. John examined by the Commissioners. Mr. St. John declined to answer any questions put by Mr. Woods. Mr. Woods stated he was acting professionally as well as on his own behalf, and could not think of putting his questions through the Commissioners.

Mr. St. John expressed his readiness to answer all questions put through the Commissioners, but did not see that Mr. Woods had any more right than himself to put any question, and he had been refused permission to do so on a former day.

Court adjourns at 3 P.M., till to-morrow at 12 o'clock.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 18, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 12 o'clock, in the Court House.

Spenser St. John re-examined by the Commissioners.

The Commissioners intimated to Mr. Woods their wish to hear him on the subject of their power to enforce Mr. Woods' examination of Mr. St. John.

Mr. Woods said that it would be inconsistent with the mode of inquiry hitherto pursued, and thought that for consistency's sake the Commissioners should not change the mode. The question of the Commissioners having power to enforce the examination rests with them, and in their discretion. It is very clear the Commissioners have not power to punish the party for a contempt under the terms of Act XV of 1854.

The Commissioners decided that they cannot enforce an examination of a witness who makes objection, by any person except themselves, and informed Mr. Woods that if he had questions to put to Mr. St. John, they should be stated to the Commissioners, who will put any questions which they approved of.

Court adjourns at 3·20 P.M. till to-morrow at 11·20 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, Octoher 19, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphery Bohun Devereux.

Minute.

The Commissioners took their seats at 11·20 A.M. in the Court House.

Harrington Parr, Loo-Jan-Tek, Nakodah Boojang, examined by the Commissioners.

Court adjourns at 4 o'clock till to-morrow at 11·30 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 20, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11·30 A.M., in the Court House.

Robert Carr Woods, law agent, Singapore, was examined by the Commissioners. At the close of his deposition he called the attention of the Commissioners to several Parliamentary Papers, and referred them to particular passages in the books of Captain Keppel, Mundy, Low, and the journals of the Indian Archipelago.

Court adjourns at 4 P.M. till to-morrow at 11·30 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 21, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11·30 A.M., at the Court House.

Datoo Patingi Gapoor re-examined by the Commissioners.

Court adjourns for one hour, to allow time for Sir James Brooke to come to the Court House, in order that the Commissioners may proceed to inquire into the remaining heads of inquiry. Before adjournment reference was made by Mr. Grant, on the part of Sir James Brooke, to a note addressed by himself to the Clerk to the Commission stating as a condition of his appearing at the sitting of the Commissioners that Mr. Woods was not to be permitted to sit on the same platform with the Commission. The Commissioners concluded a long discussion on this matter, by saying they could not exclude any of the public, but they would adjourn and meet again in the Grand Jury Room, where there is no platform.

Court adjourns at 12·40 for an hour.

The Commissioners met again in the Grand Jury Room, at 2 P.M.

Mr. C. T. C. Grant appears on behalf of Sir James Brooke, and states to the Commissioners that Sir James Brooke declines appearing, on the grounds already mentioned in letters to the Commissioners; that he refuses to countenance a person of Mr. Woods' character, who, in the position he now occupies,* if he does not take part in the proceedings, at any rate has the appearance of doing so; that Sir James Brooke will

* On Mr. Woods being asked in what character he now appears, he stated that it was as an auditor, one of the public, and also as a member of the press, the same as Mr. Logan, by whose side he is sitting.

be ready on Monday next to hand in the papers relative to the heads of inquiry not yet examined into.

Court adjourns at 3·25 P.M. till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 23, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 A.M., in the Court House.

Mr. Grant, on the part of Sir James Brooke, handed in a list and papers relating to the first and second heads of inquiry, as promised at the last sitting.

Court adjourns at 12 o'clock till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 24, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 o'clock A.M., in the Court House.

Nakodah Moora examined by the Commissioners.

Spenser St. John re-examined at his own request.

Charles T. C. Grant examined at his own request.

Court adjourns at 1·40 P.M. till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 25, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 A.M. in the Grand Jury Room.

Mr. Grant, on the part of Sir James Brooke, handed to the Commissioners a memorial on Sir James Brooke's position as Commissioner and Consul-General.

Court adjourns at 12·15 till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 26, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 A.M. in the Grand Jury Room.

The Commissioners while waiving discussions as to the force of the objections raised by Sir James Brooke to attend at their meetings, desire to obviate practically the inconveniences which may be expected from it, and which will be injurious to the execution of their Commission, and propose that Sir James Brooke should be requested to attend in the judge's room, when arrangements may be made to receive him in a manner which he may possibly not find objectionable, and to admit likewise the public and the reporters of the press.

Mr. Grant stated that he would communicate this to Sir James Brooke.

Court adjourns at 11·30 A.M. till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 27, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 A.M. in the Recorder's Room.

Sir James Brooke addressed the Commissioners personally regarding his appointment as Commissioner and Consul-General to Borneo, his position in regard to trade, and his relation with the native tribes; at the close of which he expressed his willingness to appear in person before the Commissioners, should they desire to ask him any further questions.

Court adjourns at 2·15 P.M. till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 28, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 A.M. in the Recorder's Room.

Sir James Brooke further addressed the Commission personally on the subject of a complaint which he understood had been made to them by the Singapore Agent of the late Eastern Archipelago Company, on the subject of a duty of a dollar a-ton imposed on British shipping. Mr. G. Allinson appeared for William McDonald and Co., agents at Singapore for the Eastern Archipelago Company, and wished to put some questions, which the Commissioners refused to put, as being irrelevant.

Sir James Brooke further addressed the Commissioners on trade and the nature of the Serebas and Sakarran tribes and their piracy,

Court adjourns at 2 P.M. till Monday the 30th at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 30, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11·30 A.M., in the Recorder's Room.

Sir James Brooke attends at his own desire, in order to make some further explanation regarding what he stated on the two former days.

Court adjourned at 12·20 noon, till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 31, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11·30 A.M., in the Recorder's Room.

William Napier appeared before the Commissioners, and stated his desire, previous to signing his deposition taken at former sittings, to make a statement in addition.

Court adjourns at 1·45 P.M., till to-morrow at 11 A.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, November 1, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 A.M., in the Recorder's Room.

W. Napier, Esq., appeared, and produced the letter from Mr. Motley which he mentioned in his statement yesterday, and observed it was not mentioned in this letter from Mr. Motley, as stated yesterday, from recollection, that the paper of complaints would be sent to him; he thought it must have been in a letter from Mr. Burns, which came at the same time, that this wish was expressed, and the latter letter must be mislaid, or sent to England.

Court adjourned at half-past 11.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, November 6, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 12 o'clock, in the Recorder's Room.

Sir James Brooke appeared personally, to make further statements in answer to questions put by the Commissioners.

Court adjourned at 1·50 P.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, November 11, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 12·40 P.M., in the Grand Jury Room.

Captain George Blane, of Her Majesty's ship "Rapid," and Robert Blake, of Labuan, examined as to there being any evidence obtained at Labuan on the subject of piracy.

Court adjourned at 1 P.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, November 17, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 11 A.M. in the Governor's Office.

Mr. Allinson, as Agent of the Eastern Archipelago Company, wishes to put in a statement relative to Sir James Brooke obstructing the Eastern Archipelago Company in their endeavours to induce the Sultan to reduce the duty of a dollar per ton imposed in the Treaty with Borneo. Sir James Brooke objects to going into the matter, it not being within the limits of the Commission; or if gone into, insists on the right to go into a full investigation of all the affairs of the Eastern Archipelago Company from the very first. Mr. Allinson urges that it is a matter coming within the third head of the Commission.

The Commissioners stated, as their opinion, that it does not come within that head, and if objected to, the objection must prevail.

Sir James Brooke stated that he had no wish for the production of the papers received by the mail, the Eastern Archipelago Company having declined to appear before the Commission, or to urge any complaints.

Sir James Brooke stated, in addition, with regard to the obtaining of further evidence at Borneo, there was only one British subject, Mr. Colson, in the service of the Eastern Archipelago Company, who came out

in 1851, and has been both at Labuan and in Bruné since; but as far as he is concerned, he is perfectly satisfied that the inquiry should rest where it is.

Court adjourned at 12·45 P.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, November 20, 1854.

Present:

Charles Robert Prinsep, Esq.
The Hon. Humphrey Bohun Devereux.

Minute.

The Commissioners took their seats at 1 P.M., in the Governor's Office.

Sir James Brooke appeared personally before the Commissioners, and made a further statement regarding his position at Sarawak.

The Commissioners announced that as there was no further business before the Commission, that they closed it in Singapore.

Court adjourns at 2 P.M.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

APPENDIX.

Correspondence, &c., referred to in Mr. Prinsep's Report.

(No. 1.)

Messrs. Prinsep and Devereux to Sir James Brooke.

Sir, *Singapore, August* 4, 1854.

HAVING by authority of Her Majesty's Government been appointed Commissioners by the Most Noble the Marquis of Dalhousie, Governor-General, &c., &c. (copy of which Commission is inclosed), to make the inquiries therein directed, with express order to give you the earliest notice of such appointment, we have the honour hereby to apprize you thereof, and of our intention to open the Commission at Singapore on Monday the 11th September, 1854, of which public notice has been there given, as you will perceive by the accompanying copy of the "Singapore Free Press," dated 4th August, 1854. We trust that the time appointed for the opening of the Commission will not be too early, and request that if otherwise you will give us the earliest notice of any delay that may be necessary.

We have, &c.
(Signed) C. R. PRINSEP,
H. B. DEVEREUX,
Commissioners.

Notification.

To Charles Robert Prinsep, Esq., Barrister-at-Law and Advocate-General of Bengal, and the Honourable Humphrey Bohun Devereux, in the Civil Service of the Honourable East India Company, on their Bengal establishment, the Most Noble the Governor-General of India in Council sends, greeting.

Whereas Her Majesty's Government has deemed it expedient that an inquiry should be had regarding certain matters connected with and arising out of the position of Sir James Brooke, at present Her Majesty's Commissioner and Consul-General in Borneo, and whereas it has been communicated by the Honourable Court of Directors of the East India Company to the Governor-General of India in Council that it is the wish of Her Majesty's Government that the said inquiry should be conducted by the authority and under the direction of the Governor-General of India in Council. Now know ye that the Governor-General of India in Council doth hereby nominate and appoint you, the said Charles Robert Prinsep and Humphrey Bohun Devereux, to be Commissioners for all and every the purposes of the inquiry aforesaid, and doth hereby authorize and empower you by all lawful ways and means:

1st. To inquire whether the position of Sir James Brooke at Sarawak, either as holding that possession of the Sultan of Borneo, or, as he now alleges, as an independent Rajah, holding it by the free choice of the people, be compatible with his duties as British Consul-General and Commissioner for Trade, and with his character of a British subject.

2ndly. To inquire whether the interest of Sir James Brooke as a holder of territory and as a trader in the produce of that territory, are compatible with his duties as Consul and Commissioner for Trade, to promote and foster the general trade of other British subjects.

3rdly. To inquire into any accusations which have been or may be brought against the said Sir James Brooke by British subjects, whether in their private capacity, or, as in the instance of the Eastern Archipelago Company, in a corporate capacity, of having sought to injure their interests with a view to the promotion of his own.

And lastly. To inquire into the relations of Sir James Brooke with and towards the native tribes on the north-west coast of Borneo, with a view to ascertain whether it is necessary that he should be entrnsted with a discretion to determine which of those tribes are piratical, or, taking into view the recent operations on the coast, of calling for the aid of Her Majesty's naval forces for punishment of such tribes. And it is the will and pleasure of the Governor-General of India in Council that as soon as you shall have completed such inquiry you do certify in writing under your hand your proceedings in this matter, together with all the evidence upon the subject and a full report thereon, to the Governor-General of India in Council; and in case of the death or resignation of either of you, the above-named Commissioners, or in the event of either of you becoming incapable of acting, the Governor-General of India in Council doth hereby authorize and empower the other of you the said Commissioners to proceed and act in the execution of this Commission as if he alone had been appointed to be a Commissioner for the purposes aforesaid.

Given at Calcutta, in the Presidency of Bengal, this 17th day of July, 1854.

(Signed) DALHOUSIE.
J. A. DORIN.
J. LOW.
J. P. GRANT.
B. PEACOCK.

Notice.

We, the Commissioners in the above Commission named, do hereby give notice that the above Commission will be opened by us at the Court House in Singapore, on Monday, the 11th day of September, 1854, when and where we shall proceed to take the inquiries thereby directed, of which all parties concerned are to take notice.

Any person requiring subpœna or summons may apply to

KENNETH BRUCE STUART ROBERTSON,
Clerk to the above Commission.

Court House, Singapore, August 1, 1854.

(No. 2.)

Sir James Brooke to Messrs. Prinsep and Devereux.

Sarawak, August 26, 1854.

Sir James Brooke presents his compliments to Mr. Prinsep and Mr. Devereux, and in reply to their letter of the 4th August, begs to acquaint them that he proposes taking a passage in the first safe and suitable vessel which may leave this port.

Sir James Brooke, in consequence of his absence from Sarawak, only received the letter addressed to him by Mr. Prinsep and Mr. Devereux yesterday evening.

(No. 3.)

Messrs. Prinsep and Devereux to Sir James Brooke.

Sir, *Court House, Singapore, September* 9, 1854.

We have the honour to acknowledge the receipt of yours from Sarawak, announcing your intended voyage to Singapore; also one from Mr. Logan, of the 5th instant, informing us of your arrival at this place; and we beg further to intimate that we have appointed Monday next, the 11th instant, for the opening of the Commission with which we are charged, and which for want of any more convenient locality we propose to open at the Court House of this place, at 11 o'clock A.M. of the day last-mentioned.

In case it should be your intention to be present personally, we have given directions to prepare the requisite accommodation.

We remain, &c.

(Signed) C. R. PRINSEP.
H. B. DEVEREUX.

(A.)

Mr. R. C. Woods to Messrs. Prinsep and Devereux.

Gentlemen,

I accuse Sir James Brooke of having, first in a private and underhand manner, and afterwards by official communications dated at Singapore, January 31st, 1851, and February 6th, 1851, addressed to the President of the Court of Judicature, endeavoured, on *ex parte* statements, to procure my removal from an office of emolument.

That this was done under pretence of vindicating naval officers in the public service, particularly the officers of the Honourable Company's steamer "Nemesis," from the charge of having communicated certain information, detrimental to the public service, to the "Straits Times" newspaper, of which I was and still am the proprietor and editor, without it being shown or alleged that any of the said officers had made a complaint of such information having been inserted in the said newspaper.

That in the course of such official correspondence Sir James Brooke has vilified myself and character in the most outrageous and opprobrious manner, tending to injure my character and prospects, and to bring me into odium with the community, and every one with whom I was and am personally known, far and near.

I have, &c.

(Signed) R. C. WOODS.

(A 1.)

Mr. R. C. Woods to Mr. Robertson.

Sir, *Singapore, September* 9, 1854.

Annexed is a list of gentlemen, with their addresses, to be summoned as witnesses for the purpose of giving evidence in support of the accusations preferred by me yesterday against Sir James Brooke.

I have, &c.

(Signed) R. C. WOODS.

The Hon. Colonel Butterworth and the Hon. Thomas Church, Esq., Singapore.

Dr. T. M. Miller, Honourable Company's service, late surgeon Honourable Company's steamer "Nemesis," when engaged on the coast of Borneo; Jezpore, Central Assam.

Robert Goodwin, commanding Honourable Company's steamer "Nemesis," Calcutta.

Arthur Baker, late of the Honourable Company's steamer "Nemesis," when engaged on the coast of Borneo; on board one of the Honourable Company's steamers at Calcutta.

Mr. Dyas, late midshipman on board the Honourable Company's steamer "Nemesis," when engaged on the coast of Borneo; on board one of the Honourable Company's steamers at Calcutta.

John Rushton Alexander, at Province, Wellesley.

(A 2.)

Mr. Robertson to Mr. R. C. Woods.

Sir, *Singapore, September* 9, 1854.

I am appointed by the Commissioners appointed under Act XV of 1854 to acknowledge receipt of your communication (without date) containing matters of charge against Sir James Brooke, K.C.B., relative to his conduct to yourself as editor of the "Straits Times," and to say on their behalf, that in reference to the terms of the Commission under which they are empowered to act, they are at a loss to understand how the above matters can properly be entered upon by them, and that unless you can satisfy their doubts on this head, they must decline to entertain them.

You are of course apprized, by the publication of their authority in the "Singapore Free Press," of the nature and limits of their inquiries.

I have, &c.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission

(A 3.)

Mr. R. C. Woods to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, September* 11, 1854.

With reference to my accusations against Sir James Brooke, and the letter of Mr. Robertson under date the 9th instant, I respectfully submit that my case is clearly within the third head of inquiry embraced in the Commission.

I do not complain of the conduct and proceedings of Sir James Brooke as editor of the "Straits Times." My charge has reference to the appointment of Deputy Sheriff held by me,—an office of emolument from which Sir James Brooke endeavoured to obtain my removal.

I have, &c.

(Signed) R. C. WOODS.

(A 4.)

Mr. Robertson to Mr. R. C. Woods.

Sir, *Singapore, September* 12, 1854.

In reply to your letter of 11th instant, I am directed by the Commissioners to say that they are desirous that all their proceedings should be public and open, and that the grounds, either of admission or rejection of any matters of inquiry submitted to them, should be fully understood by all who take an interest in it, and that on Thursday the 14th instant,

at the next sitting of the Commission, they will be ready to hear you personally as to the admissibility of the charges you have preferred against Sir James Brooke.

I have, &c.
(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(A 5.)

Mr. R. C. Woods to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, September* 15, 1854.

At the opening of the Commission on the 11th instant, I requested to know the mode of proceeding to be adopted in conducting the authorized inquiry; but neither on that occasion, nor at the following sitting, was one word elicited on a point of so much importance.

From what transpired yesterday at the sitting of the Commission, and from the terms made use of by Mr. Commissioner Prinsep, I feel satisfied that a grave misunderstanding exists as to the objects of the inquiry, and the mode of conducting it.

I respectfully submit that the reception and disposal of accusatory matters are wholly distinct from other matters of inquiry embraced in the instructions of Lord Clarendon to Sir Charles Wood, and of Mr. Hume to the Earl of Clarendon, which instructions have been adopted by the Governor-General of India in Council, and set out in the notification already published. I feel persuaded that the inquiry should be proceeded with, whether any accusations are preferred or not. The restrictive character of the third head of inquiry is shown by the words, "having sought to injure their interests with a view to the promotion of his own," limiting the accusations to injuries done by Sir James Brooke to individuals, and leaving the other heads of inquiry open to investigation.

If I am correct, the next step will be to name the witnesses, that they may be summoned to attend; but this will be unnecessary, if the pending inquiry is limited to matters of accusation.

I have, &c.
(Signed) R. C. WOODS.

(A 6.)

Mr. Robertson to Mr. R. C. Woods.

Sir, *Singapore, September* 16, 1854.

In reply to yours of the 15th instant, I am instructed by the Commissioners to require that you inform them distinctly whether they are correct in concluding that you had disavowed all intention of appearing, or following up the third head of inquiry; that is to say:

"To inquire into any accusations which have been or may be brought against Sir James Brooke by British subjects, whether in their private capacity, or, as in the instance of the Eastern Archipelago Company, in a corporate capacity, of having sought to injure their interests, with a view to the promotion of his own."

The Commissioners had understood you to have disclaimed all intention of appearing before them in support of any charges coming under the above description. If they were wrong, you will please distinctly to inform them of your intentions in that behalf, and to present to them in writing such heads of complaint as you propose to substantiate. If they were right in their conclusion as to your intentions in regard to

the above third point of inquiry, they desire me to say, that as all matters are within their own discretion, they must be left to act on their own construction of the authority vested in them.

I have, &c.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(A 7.)

Mr. R. C. Woods to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, September* 18, 1854.

In acknowledging the receipt of Mr. Robertson's letter of the 16th instant, I beg it may be most distinctly understood that I have not disclaimed all intention to appear before the Commission in support of any charges under the head of inquiry admitting accusatory matter; on the contrary, I am ready and anxious to appear, and to substantiate the accusations contained in my letter of the 8th instant, addressed to the Commissioners, wherein I charge Sir James Brooke with having sought to obtain my removal from the office of Deputy Sheriff. A reference to the letters addressed by Sir James Brooke to the President of the Court of Judicature* will show that Sir James Brooke acted for himself, and urged his position as an officer under the Crown as a ground for my removal, and thereby sought to injure my interests, with a view to the promotion of his own.

In Mr. Hume's letter, addressed to the Earl of Clarendon, dated April 30, 1853, it is suggested that the Commission inquire into "the circumstances which induced Sir James Brooke to endeavour to procure the dismissal of Mr. R. C. Woods, Deputy Sheriff of Singapore, from the official appointment he held, and the means he adopted to accomplish that end." Lord Clarendon, in his letter to Sir Charles Wood,† adopts Mr. Hume's letter, without any reservation or qualification. If it was intended that the Commission should not inquire into the accusations connected with the attempt to effect my dismissal from the office of Deputy Sheriff, one would naturally expect that, in writing his instructions, Lord Clarendon would have desired Sir Charles Wood to overlook the particular cases for investigation so prominently pointed out by Mr. Hume.

As I have nothing more to urge in my own case than what already has been submitted in writing, I do not see that it would serve any purpose to attend personally before the Commission, except to substantiate the charges I have already sent in. As my accusations and complaints before the Commission in writing, are considered inadmissible, I have no other course left than to refer the matter (which I intend doing by the present mail) to Lord Clarendon and Mr. Hume.

I have, &c.

(Signed) R. C. WOODS.

(C.)

Mr. Napier to Messrs. Prinsep and Devereux.

Singapore, September 7, 1854.

I accuse Sir James Brooke of having, under a petition of one James Walter Riley, keeper of a public-house at Labuan, containing charges against me, instituted an inquiry into my proceedings as Lieutenant-Governor and Judge of the General Court of Labuan, which he conducted in a most partial, unfair, and improper manner.

Of having introduced the said charges to my notice in a communi-

* Parliamentary Papers, No. 534 of 1852. † Ibid., No. 770 of 1853.

cation marked private and confidential, in which he distinctly intimates that they are the only charges against me of which he has any cognizance, notwithstanding that he had, at the time of his writing such private and confidential communication, and before entering upon the said inquiry at all, already made up his mind to suspend me from office on grounds neither mentioned nor referred to therein.

Of having given effect to the said petition as trustworthy, in the face of the most palpable evidence laid before him at various stages of the said inquiry, of the false and unscrupulous character of the allegations contained in it.

Of having been cognizant of the suppression, by Mr. Hugh Low, a justice of the peace in Labuan, in a deposition made by him in support of Riley's charges, of a statement contained in a letter addressed to me, as Lieutenant-Governor administering the Government, by the said Hugh Low and another magistrate, which statement would have pointedly contradicted allegations in the said petition, imputing improper conduct to me.

Of having made unhesitating and improper use of statements and allegations to my prejudice, made in the course of the said inquiry, and of having overlooked and ignored the evidence by which they in some cases were, and in others might and would have been, rebutted then and there.

Of having suspended me from office before my defence was laid before him, and before the inquiry instituted by himself was closed.

Of having, in his report of the inquiry to Earl Grey, Her Majesty's Secretary of State for the Colonies, alleged as a reason for suspending me at that juncture, "the attempt made by me to involve him in a serious discussion foreign to the inquiry, calculated to perplex the public service, and to excite a bad spirit on a question of justice;" although neither in his letter containing my suspension, nor elsewhere, on the face of any of the depositions taken during the inquiry, is there one word said of the alleged "attempt" on my part; the statement being in point of fact without foundation.

Of having in the said report to Earl Grey misstated and misrepresented other facts and circumstances to my prejudice.

That there is reason to believe that Sir James Brooke, in conjunction with the said Hugh Low, was instrumental in getting up the petition in the name of the said James Walter Riley; inasmuch as that individual (who has since died) afterwards made a solemn declaration before a notary public in this place, distinctly alleging such instrumentality, and generally to the effect that he was nothing more than the mouth-piece of Sir James Brooke and Mr. Low, in coming forward with such petition.

That Sir James Brooke unduly sought to injure my interests in the premises.

(Signed) W. NAPIER.

(C 1.)

Mr. Robertson to Mr. Napier.

Sir, *Singapore, September* 8, 1854.

Your charges of the 7th instant have been laid before the Commissioners, who desire me to state that they have great difficulty in bringing them within any of the four heads of inquiry into which alone, as you are aware, they have been authorized by the Commission of the Governor-General of India in Council to enter, and to which their duty is limited. They desire me at the same time to state, that they are prepared to receive any explanation or information on the subject of those charges, and will be ready to enter upon them, if you can satisfy them that they are within the limits that have been prescribed for their proceedings, and to which you refer in your letter of the 29th ultimo.

I have, &c.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(C 2.)

Mr. Napier to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, September* 8, 1854.

I am informed, in a letter of this day's date, from Mr. Robertson, the clerk to your Commission, that you have great difficulty in bringing the charges which I yesterday laid before you, within any of the four heads of inquiry on which you are authorised to enter; but that you were prepared to entertain them if I could satisfy you that they are within the limits prescribed for your proceedings.

I beg to observe on this, in the first place, that it might, perhaps, have been of some advantage to me, in discussing this question, to have had objections specifically urged; but that I consider the accusations I have made to be embraced within the third head of inquiry, which is as follows:

"3rdly. To inquire into any accusations which have been or may be brought against the said Sir James Brooke by British subjects, whether in their private capacity, or, as in the instance of the Eastern Archipelago Company, in a corporate capacity, of having sought to injure their interests with a view to the promotion of his own."

If the terms in which this clause is expressed are in any degree vague, it must also be allowed that they are large; and unless the charges I have advanced are either expressly excluded by its language, or are clearly shown to be at variance with all the objects of your inquiry, I must maintain that they come within the province of the investigation you are authorised and required to pursue.

In support of this view, I beg to refer you to the despatch of the Earl of Clarendon to Sir Charles Wood, of date the 21st of June, 1853,* in which he sets forth the various objects of inquiry, and in which his Lordship incloses "a printed copy of a letter from Mr. Hume, containing his charges against Sir James Brooke, and the points to which he considers the inquiry should be directed."

In this printed letter, dated April 30, 1853, Mr. Hume expresses a hope that, amongst other things, his Lordship will instruct the Commissioners to fully inquire into—

"The circumstances attending the dismissal from Her Majesty's service of the late Lieutenant-Governor of Labuan, Mr. William Napier, upon representations made by Sir James Brooke."

Mr. Hume's letter, containing this prominent reference to my case, was in Lord Clarendon's hands for more than six weeks before his Lordship penned the above-mentioned despatch to Sir Charles Wood; and it can scarcely be contended that his Lordship meant to ignore, as proper objects of inquiry, those very points which he calls Sir Charles Wood's attention to, as mentioned in Mr. Hume's printed letter. It will also be observed that the said despatch of Lord Clarendon sets forth the objects of inquiry precisely in the same terms that are employed in the Commission under which you act.

Allow me, further, to call your attention to a communication from Sir James Brooke to the Earl of Clarendon, of date April 2, 1853, in which Sir James Brooke, with reference to the impending inquiry, informs his Lordship that it will be necessary to forward to him in Borneo, or to place in the hands of the Commissioners various public documents; and, amongst others:

"Copies of all correspondence, and portions of despatches not already published in the Parliamentary Papers relating to the Eastern Archipelago Company, and Mr. William Napier, late Lieutenant-Governor of Labuan."†

I would therefore submit to your consideration that it seems obvious

* Vide Papers relative to Borneo and the Commission of Inquiry respecting Sir James Brooke presented to the House of Commons, 1854, page 4.

† Vide Parliamentary Papers above referred to, page 5.

that, both in the view of the Government which directed the inquiry, and in that of the individual whose proceedings are the subject of it, the accusations I have laid before you come within its authorised limits.

For the sake of immediate reference, I send accompanying the said printed letter of Mr. Hume, as also the Parliamentary Papers I have referred to.

I have, &c.

(Signed) W. NAPIER.

(C 3.)

Mr. Robertson to Mr. Napier.

Sir, *Singapore, September* 9, 1854.

I am desired by the Commissioners to say that notwithstanding the reasons urged in your communication of yesterday (18th September), they remain of opinion that the matters of charge set forth in your statement of the 7th instant, do not come within any of the heads of inquiry to which they are limited by the Commission they are acting under. Moreover they appear to have been fully considered and determined upon by Her Majesty's Secretary of State (Lord Grey), whose decision appears to have been confirmed after by his successor in office (Sir J. Pakington), after which it appears to the Commissioners that it would be impertinent in them to enter into a matter purely within the cognizance of the public officers by whom it appears to have been disposed of.

I have, &c.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

P.S.—I beg to return you the inclosures of your letter to the Commissioners of yesterday's date.

(C 4.)

Mr. Napier to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, September* 10, 1854.

I have to acknowledge a communication of yesterday's date from Mr. Roberston, in reply to my letter of the 8th instant, and with respect to the opinion which it is therein stated you have adopted, that the matters of charge I have preferred against Sir James Brooke do not come within any of the heads of inquiry to which you are limited; I must express my regret at the conclusion you have arrived at, and that the views contained in my letter of the 8th should have done nothing to remove the difficulty you experienced on your first view of the charges. I cannot, however, help thinking that further consideration of the subject might induce some alteration in your opinion, and at any rate I feel that it would be a more satisfactory course towards myself to be furnished with some exposition of the grounds on which you consider these charges excluded, than by merely referring me to the heads of inquiry, which I had myself attentively considered before addressing you. Allow me to express a hope that such exposition may be forthcoming, should the laborious duties on which you are about to enter afford leisure for your laying it before me.

With respect to the further ground you adopt for declining to entertain these charges, namely, that they appear to have been fully considered and determined upon by Her Majesty's Secretary of State, Lord Grey, whose decision was confirmed by his successor in office, Sir J. Pakington, and that having been thus disposed of it would be impertinent in you to enter into the matter, I must take leave to remark that you are somewhat in error as to the actual state of the facts. Lord Grey's partial and prejudiced decision, removing me from office in Labuan, was founded upon those most unjust and derogatory proceedings on the part of Sir James Brooke which I now arraign, and is the only decision of his Lordship having any connection with this question, with which I am acquainted. Neither did Lord Grey's decision, such as it is, undergo any

reviewal by his successor in office, Sir J. Pakington; although it is true that these matters of charge came before him in my despatch of date the 21st February, 1852, printed in the Parliamentary Papers of which you are in possession. But Sir John Pakington simply declined to re-open the case "as already disposed of by Lord Grey," as will be seen on reference to these papers.

But even assuming it were otherwise, and that you had correctly represented what took place in the Colonial Office, I crave leave to observe that no view arising therefrom ought to govern you, and that you are bound by the terms of the Commission you are acting under, and by these alone, taken in connection with and explained by the views and manifested intentions of those who directed the inquiry, and according to whose instructions the Commission was framed. If, indeed, the decision of the various departments of State, to which the cognizance of Sir James Brooke's proceedings belonged were conclusive, there would be no inquiry at all, for there is scarcely one of his proceedings which you will have to inquire into, of which there does not exist the recorded approval of all these Departments—the Admiralty, the Foreign and the Colonial Offices.

Take, for example, the attack of 31st July, 1849, on the Dyak tribes. It was the subject of a judicial decision by Sir Christopher Rawlinson, which has been appealed to over and over again by Sir James Brooke, as conclusively settling the question of these people being or not being pirates. The operation was highly approved of by the Admiralty, and, in the most pointed manner, by Lord Palmerston, then at the head of the Foreign Office, and this approval was reiterated after the attack in question had become matter of very strong accusation against Sir James Brooke. There is, indeed, no doubt whatever that these accusations were set at nought in Downing-street, and that he was not only acquitted but applauded by all the public offices. It is certain, therefore, that, in this instance, there exists abundant evidence of the charges against Sir James Brooke, arising out of that attack, having been fully determined upon by Her Majesty's Secretaries of State. Yet it seems no less certain that it is intended that this same attack, and the circumstances under which it was made, though not expressly mentioned in the Commission itself, shall form the subject of inquiry at your hands. And with so strong an instance before you of a case having been fully considered and determined upon by competent authority, which yet remains over for your inquiry, I am inclined to hope you may feel disposed to abandon the view you have formed upon the alleged decision of the Colonial Office in my own case, and as that view, perhaps, lent its aid in influencing the opinion you had formed as to my case not being within the limits of the inquiry entrusted to you, I may be allowed to express a hope that you will take the subject into your further consideration.

I have, &c.
(Signed) W. NAPIER.

(C 5.)

Mr. Robertson to Mr. Napier.

Sir, *Singapore, September* 12, 1854.

In reply to yours of the 10th instant, I am directed by the Commissioners to say that they are not convinced by anything therein urged that their former impression respecting their incompetence to enter upon the matters submitted to them, in your statement of the 7th instant, was erroneous; but have no wish or intention to exclude you from personally insisting upon the admissibility at their next sitting of Thursday next. Indeed, they are desirous to have it understood that all their proceedings will be public and open to the world, and that the grounds of their admission or ejection of any matter of inquiry submitted to them should be fully understood by all who take an interest in it.

They desire me further to state that there is a marked distinction between those matters which, although already previously considered and disposed of by the Home Authorities, have been expressly directed to be

the object of their further inquiry and report, and those on which no such direction has been made, and that they consider the matters you have laid before them to be of the latter class.

I have, &c.
(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(C 6.)

Mr. Napier to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, September* 13, 1854.

With reference to Mr. Robertson's communication of yesterday's date, in reply to mine of the 10th instant, I beg to state that I am wholly unable to see how it would now avail me to personally insist, at your sitting on Thursday next, upon it being competent for you to enter upon the charges I have made against Sir James Brooke; that I consider the course I have pursued in laying these charges before you, fully as well calculated as any verbal statement I might make in person, to enable you to determine whether they are within the province of your inquiry; and that I must accept the view expressed in the letter I now reply to as final and conclusive on the subject, and as dispensing with all occasion for my further troubling you.

I have, &c.
(Signed) W. NAPIER.

(D.)

Messrs. Macdonald & Co. to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, September* 13, 1854.

We have the honour to request to be informed by you whether it is your intention to proceed to Labuan, to prosecute the inquiry respecting the proceedings of Sir James Brooke.

We seek this information at your hands, because we happen to be aware that certain representations would be made to you on the part of the Eastern Archipelago Company, which could only be substantiated or inquired into on the spot.

We are the rather induced to address you on this subject, on account of the recent death of Mr. Barber, Resident Director of the Company at Labuan and Bruné, whose intention we know it was to have himself come here in person, in relation to the causes of complaint the Company had against Sir James Brooke, as soon as he heard of your arrival.

We have, &c.
(Signed) W. MACDONALD & CO.,
Agents for the Eastern Archipelago Company.

(D 1.)

Mr. Robertson to Messrs. Macdonald & Co.

Gentlemen, *Singapore, September* 21, 1854.

I am directed by the Commissioners to acknowledge receipt of your letter of 13th instant, only newly received, informing them that certain representations will be made by the Eastern Archipelago Company, which could only be substantiated at Labuan, in reference to which I beg to refer you to an advertisement which appeared in the Singapore "Straits Times," purporting to contain a report of a meeting of the Company in London on the 18th May last. The Commissioners request that your intended representations may be presented, without loss of time, in order that, if necessary, they may be handed to Sir James Brooke.

I have, &c.
(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(D 2.)

Messrs. Macdonald & Co. to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, September* 23, 1854.

We beg to acknowledge receipt of your letter of 21st instant.

We would bring to your notice that we asked to be informed if you intended proceeding to Labuan. We shall be glad to have a reply at your convenience, as we are about dispatching the Company's vessel the "Sidney" to Labuan, and conceive it desirable that the Acting-Superintendent of the Company should be made aware of your intentions in thi respect.

We remain, &c.
(Signed) W. MACDONALD & CO.,
Agents for the Eastern Archipelago Company.

(D 3.)

Mr. Robertson to Messrs. Macdonald & Co.

Gentlemen, *Singapore, September* 25, 1854.

In reply to your letter of 23rd instant, I am desired by the Commissioners to say that at present they are uncertain whether it will be necessary for them to proceed to Labuan, as that partly depends upon the matters, if any, which the Eastern Archipelago Company purpose to make a subject of examination, and of which matters you may be able to inform them, as you are probably aware that the examination of one of the witnesses produced here [Mr. Motley] has been greatly prolonged by the state of uncertainty the Commissioners are in respecting the intentions of the Eastern Archipelago Company to appear. Should any other object induce to proceed to the Island of Labuan, I am directed to say that the earliest notice of their intention to do so will be given to the agent of the Eastern Archipelago Company.

I have, &c.
(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(D 4.)

Messrs. Macdonald & Co. to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, September* 27, 1854.

We yesterday received your letter of 25th instant, in which you inform us that your proceeding to Labuan or not, will depend on the matters, if any, which the Eastern Archipelago Company purpose to make a subject of examination.

You also inform us that the examination of Mr. Motley had been greatly prolonged by the state of uncertainty the Commissioners are in regarding the intentions of the Eastern Archipelago Company to appear.

We are certainly somewhat surprised to be told this now, seeing that Mr. Motley's examination had been completed, in as far as it has yet gone, before the Commissioners penned their previous communication to us, in which you merely state, "The Commissioners request that your intended representations may be presented without loss of time, in order that, if necessary, they may be handed to Sir James Brooke," without for a moment giving us to understand that anything we could say would have the effect of putting a stop to an examination, the nature of which would lead us, and all who heard it, to suppose that the Commissioners were appointed to inquire into the acts of the Eastern Archipelago Company, and the character of their late Superintendent. Should this examination, we mean the portion of it conducted by Sir James Brooke, be allowed to become part of the evidence to be forwarded home by the Commissioners, we should feel obliged to have Mr. Motley examined touching several points brought under examination, and otherwise to take measures to counteract the bad effect that the publication of this examination might have on the character and proceedings of the Directors of the Eastern

Archipelago Company ;—a course which we think ourselves called upon to take, in justice to the Directors, but about which we have no instructions from them, and which we hope the Commissioners will not oblige us to take. Should we be obliged to enter on it, there would necessarily be considerable delay in procuring counsel, either from Calcutta or Europe ; for the Commissioners are aware that all the law agents practising here, are so mixed up with the matters for or against Sir James Brooke, that it would not be desirable to employ any of them as counsel for the Eastern Archipelago Company.

The sudden death of Mr. Barber, the late Managing Director at Labuan, has placed us in a position of considerable difficulty. We are aware, from verbal communications we have had with him on his last visit to Singapore, that he considered the Company had just grounds of complaint against Sir James Brooke, with reference to the Treaty between Her Majesty and the Sultan of Brunė. What the data are (if any) which he has left to substantiate these complaints cannot be ascertained without reference to his papers, or to the present Acting Superintendent of the Company at Labuan ; and it was for this reason that we informed the Commissioners, in our first communication, that the representations of the Eastern Archipelago Company could only be inquired into on the spot.

With reference to the complaints that the Eastern Archipelago Company have at various times made against Sir James Brooke, neither we, nor, as far as we know, the late Managing Director, have received any instructions from the Directors at home, to prosecute any charges against Sir James Brooke before your Commission. The only representation the Company intend to make, as far as we know, is contained in their last communication to us, under date 9th August, wherein they state :

"The Directors will be glad to have the earliest information as to the period when it is expected the Commissioners of Inquiry into the conduct of Sir James Brooke will commence their proceedings at Singapore. Among other points to which the attention of the Commissioners must be directed, is the stipulation in the Treaty Sir James Brooke concluded with the Sultan of Borneo, for the payment of a dollar per ton on English ships visiting the Sultan's ports. Sir James Brooke should be called upon to explain the motives which induced him to consent to such a stipulation, having subsequently made his own settlement of Sarawak a free port."

The reason why we have not previously made those views known to the Commissioners is, that the only subject to be inquired into, as far as we know, would be more appropriately brought forward at Labuan, where alone the complaints Mr. Barber conceived he had against Sir James Brooke could be inquired into. These complaints were to the effect that Sir James Brooke was using his influence with the Sultan and Pangerans at Brunė to prevent the Company coming to an amicable arrangement with the Sultan for the reduction of this impost.

We would remind the Commissioners that we are merely the mercantile agents of the Eastern Archipelago Company, and that the death of their Managing Director has placed a duty in our hands, which the Directors at home never contemplated our being called upon to perform ; therefore, we are, as you may suppose, at some loss to know in what form to bring to the notice of the Commissioners the matters referred to above; but we have now, we think, put the Commissioners in possession of all we know of the subject.

We have, &c.
(Signed) W. MACDONALD & CO.,
Agents for the Eastern Archipelago Company.

(D 5.)

Mr. Robertson to Messrs. Macdonald & Co.

Gentlemen, *Singapore, September* 29, 1854.

I am desired by the Commissioners to acknowledge the receipt of your letter of the 27th instant, and in reply to the different heads

requiring reply, I am directed to say, first, on the propriety of commencing or continuing Mr. Motley's examination by Sir James Brooke, that on the 19th instant the Commissioners took a deposition from Mr. Motley, at the conclusion of which Sir James Brooke claimed the privilege of examining him, to which Mr. Motley did not object; one of your firm was understood to be at the time present in the Court House, and as no positive objection was raised, the examination went on. Between the sitting of the 19th and 20th it became a serious matter of doubt with the Commissioners whether the examination of Mr. Motley could be permitted to continue: any doubt, however, which might have been entertained by them was set at rest by the receipt of your letter, dated the 13th instant, only received prior to the sitting of the 20th, in which it was stated that the Eastern Archipelago Company had some representation to make against Sir James Brooke. Mr. Motley having announced that he was at Singapore only for a fortnight, it would have been manifestly unfair to Sir James Brooke to permit so important a witness as Mr. Motley to go to another country without giving Sir James Brooke the opportunity of defending himself from the pending charges, by such evidence as could be obtained from Mr. Motley. With reference to your letter under reply, and to Mr. Motley's recently stated objections to being further examined, the Commissioners desire me to inform you that they do not propose again to examine Mr. Motley, but that before making a final decision it will be requisite to hear what Sir James Brooke has to urge on the subject.

2nd. The necessity you will be under, if Mr. Motley's examination is published in full, of taking measures to counteract its bad effect, by procuring counsel from Calcutta or England. The Commissioners direct me to state that they cannot engage that the examination of Mr. Motley will not be published; it will be transmitted to the Most Noble the Governor-General of India in Council with the records of the Commission, and if no further proceedings take place in connection with the matter of the deposition, they propose to explain in their report the circumstances under which they have been taken, and the objection made to their publication, and it will then remain with higher authorities to decide on the question of their publication.

3rd. The desire expressed by the Eastern Archipelago Company, that Sir James Brooke should be called upon to explain the motives which induced him to consent to an imposition of a dollar per ton on English ships visiting the Sultan's ports, he having subsequently made his own settlement of Sarawak a free port.

The Commissioners request you will inform them whether the complaint regarding the Treaty is now urged for the first time; if not, they request that you will favour them with a reference to the Parliamentary Papers in which mention is made of it; and further, that you will state what you propose to do in this matter, and under which head of the inquiry you consider it.

I am directed by the Commissioners to add, with reference to the conclusion of your letter, that at present they are not empowered to act in Borneo.

I have, &c.
(Signed) K. B. STUART ROBERTSON,
Clerk of the Commission.

(D 6.)

Messrs. Macdonald & Co. to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, September* 30, 1854.

Your letter of yesterday has this moment reached us.

If the Commissioners are satisfied with the explanation they give, with regard to allowing the examinations of Mr. Motley by Sir James Brooke, we do not see any occasion to enter much further on the matter,

beyond expressing our surprise, if it was a matter of serious doubt whether it ought to be allowed or not, why the Commissioners did not at once adjourn it, and communicate with us on the subject.

Your letter of 21st instant did not give us to understand that anything we could do would put a stop to the examination.

Your letter of the 25th instant states, that the examination of Mr. Motley has been "greatly prolonged by the state of uncertainty the Commissioners are in, respecting the intentions of the Eastern Archipelago Company to appear."

Your letter of 29th instant states, that "between th settling of the 19th and 20th it became a serious matter of doubt with the Commissioners whether the examination of Mr. Motley should be permitted to continue; any doubt, however, which might have been entertained by them, was set at rest by the receipt of your letter dated 13th instant, only received prior to the sitting of the 20th."

With reference to the second head of your letter, we can only, in the absence of proper Counsel, refer the matter to the Directors of the Company at home, particularly as we feel satisfied that the Governor-General will not, considering the circumstances under which the examination took place, allow of its publication.

Referring to the third head of your letter, we are not aware that any representations have at any time been made by the Eastern Archipelago Company, with reference to this subject, unles Mr. Barber communicated verbally with Sir James Brooke on his last visit to Labuan.

In answer to your question, what we purpose to do in the matter, we beg to state that we will write to the Acting Superintendent at Labuan, requesting him to inform us if he knows anything of the complaint Mr. Barber conceived he had against Sir James Brooke, or if he can learn anything from Mr. Barber's papers; and further, we will instruct him to bring the matter before the Commissioners when they visit Labuan, and also, at once, put us in possession of all he knows on the subject.

Should the Acting Superintendent not have the materials to substantiate this complaint, it will then only remain for the Commissioners to make what inquiries they think necessary, with regard to the question of the dollar per ton duty; and doubtless the Commissioners are in possession of the Parliamentary Papers, containing the said Treaty, and all the papers relating thereto.

Referring to the extract in our letter of 27th instant, of the last communication we had from the Directors of the Eastern Archipelago Company, it would appear that they had received no notice of the date when it was likely the Commissioners would commence their sittings; consequently, it is possible they may have further instructions to send to the Managing Director, or to ourselves, on the subject of this Commission of Inquiry; at present the only subject we have any instructions about is the dollar a-ton question, brought to your notice in our last communication.

It would be supposed, from the first head of your letter, that we have been remiss in making, or replying to, communications from the Commissioners. So we beg to state that the letter under reply has not yet been in our possession three hours.

Our letter of 13th instant was delivered to your own peon on the afternoon of that day, and we have good reason to suppose that it was received, although it might subsequently have been mislaid.

We have, &c.

(Signed) W. MACDONALD & CO.,

Agents for the Eastern Archipelago Company.

(D 7.)

Messrs. Macdonald & Co. to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, November* 20, 1854.

We cannot refrain from urging in writing what our Mr. Allison has already urged in person, namely, to hear a statement from us, as agents of the Eastern Archipelago Company, with regard to the obstructions offered by Sir James Brooke to that Company in their endeavours to arrange with the Sultan of Borneo for the abolition or reduction of the impost of one dollar per ton on ships entering the Sultan's ports.

The Commissioners have decided that this matter does not come within the limits of their Commission, for the reason, as we understood you, that what Sir James Brooke did in the matter was not done in his capacity of Commissioner-General; otherwise it would have come within the Commission, and you would have felt bound to inquire into it.

The Commissioners, while denying that the matter came within their Commission, offered to hear it, whereupon Sir James Brooke made a statement, and our Mr. Allison wished to make a counter-statement, but the Commissioners declined because Sir James Brooke objected to it. Hearing one side and declining to hear the other is so extraordinary a proceeding that we do not feel it necessary to make any comment on it.

Mr. Allison urged that it came under the third head of the Commission, and we still think and maintain that it does so come under that head. Sir James Brooke stated to the Commissioners that he did obstruct the Company in the way we pointed out, and further stated that he had commenced an action in the Court of Chancery for the recovery of the grant under which the Company now work the coal. Consequently he is, for his own benefit, trying to get back that grant, which is of very considerable value; and in the meantime he is furthering the same end, by inducing the Sultan to insist on matters which the Company will not agree to, and rather than agree to, have, for the present, felt themselves obliged to suspend their operations on the mainland, and that at a great pecuniary sacrifice to themselves.

Mr. Allison informed the Commissioners that the Directors at home had applied to the Foreign Office for Lord Clarendon's interference in this matter, and that he had referred them to this Commission, stating distinctly that they would inquire into the subject, whereupon the Directors instructed Mr. Barber to bring the matter before you. Owing to his death this duty has fallen to us—we have brought the matter before you and you have declined to hear it.

For your information we inclose copies of the correspondence with the Foreign Office, to which we have just referred.

There is nothing new in this communication, or different from what Mr. Allison has already urged before you in person; but as the Minute of what occurred the other day is very brief, we have thought proper to put the matter in writing.

We again request that this matter be fully and fairly inquired into.

We have, &c.

(Signed) W. MACDONALD & CO.

Agents for the Eastern Archipelago Company.

Mr. Lindsay to the Earl of Clarendon.

Eastern Archipelago Company's Office,

My Lord, 34, *Cornhill, December* 19, 1853.

With reference to the long correspondence carried on by the Directors of the Eastern Archipelago Company with the Earl of Granville and the Earl of Malmesbury on the subject of the Sultan of Borneo's Coal Grant, and which correspondence was closed by Lord Stanley's letter to Sir James Brooke, dated 20th November, 1852, fully confirming that grant,

I have now the honour to transmit to your Lordship the accompanying extract from a letter addressed by the Resident Director, Mr. Barber, to the Company's Singapore agents, Messrs. Macdonald and Co., dated Labuan, 15th September last, by which it appears that Sir James Brooke, exerting the influence which his official situation gives him, is again endeavouring to infringe on the rights of the Company.

The Directors offer no comment on this conduct—so different from what they had a right to expect from one sent to represent Her Majesty for the protection of British interests in Borneo—but confidently leave it with your Lordship to adopt such steps as may be considered requisite.

I have, &c.
(Signed) H. H. LINDSAY, *Chairman.*

Extract from Mr. E. S. Barber's Letter.

January 15, 1854.

The impost of one dollar per ton in times of competition would be equivalent to shutting up the coal-trade on the main. All vessels now going to Brunê are made to pay it. The matter has been so strongly impressed on the Sultan's mind by Sir James Brooke and the authorities here, that I have no idea of their relinquishing a positive good for any prospective advantages. The Sultan will listen, and apparently assent, to the reasonableness of affording the same facilities to shipping as at Sarawak and Labuan to encourage trade, but nothing will turn him from the dollar point but a positive equivalent in some other shape. An application to the Foreign Secretary will, I think, be necessary to get rid of such an unheard-of impost.

Mr. Addington to Mr. Lindsay.

Sir, *Foreign Office, January* 2, 1854.

I am directed by the Earl of Clarendon to acknowledge the receipt of your letter of the 19th ultimo, drawing his Lordship's attention to a report of certain proceedings on the part of Sir James Brooke, which you consider as infringing on the right of the Eastern Archipelago Company, and leaving it to his Lordship to adopt such steps with respect to those proceedings as he may deem requisite.

It must be obvious to you, that the only course which the Earl of Clarendon could adopt with respect to your letter, would be to make inquiries into the accuracy of the statements contained in its inclosure, in order to be able to judge of the value of your complaints. Such a course would, however, be very inconvenient, as interfering with the functions of the Commission which is about to inquire into all matters of this nature regarding Sir James Brooke; and I am accordingly directed to request that you will bring any complaints you may have to make of the acts of Sir James Brooke before the Commission whenever it shall have met.

I am, &c.
(Signed) H. U. ADDINGTON.

(D 8.)

Messrs. Macdonald & Co. to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, November* 21, 1854.

We beg to acknowledge receipt of your letter of this date. It would seem to infer that we had not brought the matter before the notice of the Commissioners sufficiently early. We can only say we were not, until receipt of your letter, aware of the Commission having been closed. We applied at your office on Saturday (18th instant) to know when you

intended to close the proceedings, but could learn nothing. On Monday (20th) we addressed to you a final protest, and now, the 21st, receive your answer, intimating that the Commission is closed.

This is, however, a matter of no importance now, seeing that your opinion is still unchanged with reference to the admissibility of the statement referred to in our letter of yesterday's date.

We would remind the Commissioners that we first brought the charge about the dollar a-ton duty as far back as the 27th September last, and that no steps were taken in the matter by the Commissioners until the 28th October.

We shall feel obliged by the Commissioners allowing this letter to accompany the communication of yesterday's date.

We have, &c.

(Signed) W. MACDONALD & CO.

Agents for the Eastern Archipelago Company.

(D 9.)

Mr. Robertson to Messrs. Macdonald & Co.

Gentlemen, *Singapore, November* 21, 1854.

I am directed by the Commissioners to acknowledge the receipt of your letter of the 20th instant, with its inclosures, and to say that although presented after the formal closing of their proceeding, it shall be forwarded with their returns.

In respect to the matter of it, they have already intimated that in the view taken by them it is not one which calls for any decision or proceedings on their part.

I have, &c.

(Signed) K. B. STUART ROBERTSON,

Clerk to the Commission.

(N.)

Letter addressed to Messrs. Prinsep and Devereux by Merchants at Singapore.

Gentlemen, *Singapore, September* 15, 1854.

At your sitting yesterday, the 14th instant, it was remarked by Mr. Prinsep in substance and effect as follows, namely, "That it was a matter of very great surprise that a number of merchants and other gentlemen should put their names to a petition calling for inquiry, and the Crown giving a due credit to their representations, had, at very great expense, sent out a Commission, and that although they, the Commissioners, had now been here for some weeks, and the fact of their coming had been known for more than a year previously, yet that not one of those who had signed the petition, or any one else, had come forward to support the statements therein made, that the Crown had approved of Sir James Brooke's proceedings, and had not questioned them until these gentlemen (namely, the signers of the said petition) had come forward to impugn his conduct and proceedings; that until the contrary was shown, the presumption was that the Crown had rightfully and properly approved of Sir James Brooke's proceedings, and that unless some one came forward by Tuesday next to support the statements in the petition, they would close the proceedings as to these matters, and report to the Government that there was no foundation for the accusations alleged against Sir James Brooke."

With reference to these views, the Undersigned believing the letter of date January 1851, to Mr. Hume, to be the document which is referred to, beg to state, as being parties who signed that letter, that its main object was to obtain, on the grounds therein set forth, the inquiry which that gentleman so earnestly called upon Her Majesty's Government to institute into the proceedings in question; but that neither individually nor collec-

tively did they make accusations against Sir James Brooke, whatever view they may have expressed as to the propriety of having his proceedings made the subject of investigation.

The Undersigned beg further to state, with all due deference, that having been thus openly appealed to by you, and in a manner reflected upon as declining to come forward, they entertain a very different view of your duties under the Commission from that expressed above; that they regard themselves as precluded by the terms of the Commission from preferring any accusatory matters against Sir James Brooke, even if it were their wish, unless respecting causes of complaints of a personal nature; and that they consider it belongs to you to inquire, without any step on their part, or on that of any other person, into the matters in question, and in the language employed by Mr. Hume in his letter of date April 30, 1853, to Lord Clarendon, "to ascertain from the British merchants at Singapore, and from masters of vessels trading between Singapore and Borneo, whether on any, and what occasions, they have experienced molestation from, or had piratical attacks made upon them by the Dyak tribes," and to proceed in like manner in investigating other matters prescribed by the Commission.

The Undersigned take the liberty to add, that of those who signed the letter to Mr. Hume to which you referred, many are now absent in Europe and elsewhere, and that some are dead; and that, as is well known to yourselves, not one of the individuals mentioned by name in Mr. Hume's said letter, as being witnesses very material for the elucidation of the truth, have yet made their appearance in Singapore, although all of them belong to the Government service, and are therefore amenable to its orders.

The Undersigned regret that the observations which fell from Mr. Commissioner Prinsep should have rendered it necessary for them to make this representation; and conclude by respectfully requesting that this communication may be publicly read, and recorded in your proceedings.

We have, &c.

(Signed)

THOS. O. CRUM.	J. GUTHRIE.
C. SPOTTISWOODE.	H. M. SIMONS.
C. BAUMGARTEN.	GARLIES ALLINSON.
G. J. DARE.	W. C. LEISK.
MARK MOSS.	W. STEWART.
P. JOAQUIM.	A. J. SPOTTISWOODE.
P. A. SETH.	HENRY A. ALLEN, M.D.
M. T. APCAR.	S. BATEMAN.
	JOHN SPARKS.

(O.)

Mr. R. C. Woods to Mr. Robertson.

Sir, *Singapore, September* 13, 1854.

I will thank you to inform me whether Dr. Miller, late of the Honourable Company's steamer "Nemesis," is expected here for the purpose of confirming and establishing the statements contained in his letter to Mr. Hume. (Parliamentary Papers presented to the House of Commons in pursuance of their address of June 30, 1852.)

I will also thank you to inform me whether the officers in the Honourable East India Company's service, named in Mr. Hume's letter to the Earl of Clarendon, dated April 30th, 1853, and forwarded by Lord Clarendon to Sir C. Wood for the information of the Governor-General of India (Parliamentary Papers, July 15, 1843), are expected here; if not already on their way hither, under orders from the Governor-General, I

beg that the whole of the gentlemen named in Mr. Hume's letter be summoned to appear and give evidence touching the recent operations on the coast of Borneo.

I have, &c.
(Signed) R. C. WOODS.

(O 1.)

Mr. Robertson to Mr. R. C. Woods.

Sir, *Singapore, September* 13, 1854.

Your letter of to-day's date has been received and submitted to the Commissioners, and in reply I am directed to state that the Commissioners are not aware either of Dr. Miller's locality, or of his intention to visit this part of the world.

Further, I am desired to say, that with reference to the officers in the Honourable East India Company's service, mentioned in Mr. Hume's letter of 30th April, 1853, a reference to Act XV of 1854 of the Legislative Council of India, which has already appeared in the public papers, will show that the Commissioners have only power to issue subpœnas within the limit of the Court of Judicature for the settlements of Prince of Wale Island, Singapore, and Malacca.

I have, &c.
(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(O 2.)

Mr. R. C. Woods to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, September* 23, 1854.

As it is absolutely necessary for the ends of truth and justice that the witnesses in the service of the Government of India, who are mentioned in Mr. Hume's letter to Lord Clarendon, dated April 30th, 1853, be present to give the very important evidence in their power, and upon which Mr. Hume has expressed great reliance, I beg to suggest that you will be pleased to write to the Governor-General of India to issue instructions that Mr. Hume's witnesses may proceed to Singapore for the purposes of attending the pending inquiry.

I have, &c.
(Signed) R. C. WOODS.

(O 3.)

Mr. Robertson to Mr. R. C. Woods.

Sir, *Singapore, September* 25, 1854.

In reply to your letter of 23rd September, on the subject of the Commissioners addressing the Governor-General of India to request that the witnesses mentioned by Mr. Hume, in his letter to Lord Clarendon, might be ordered here for examination, I am desired by the Commissioners to inform you that any communications in regard to witnesses you may wish to have laid before the Governor-General of India, they will be happy to forward upon being satisfied that the particular points the witnesses are required to substantiate are within the scope of the inquiry they are charged with.

You are of course aware that the examination of all such witnesses is fitter to be made in India within the Straits Jurisdiction, to which their authority is at present limited.

I have, &c.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(P.)

The Undersigned, as signers of the Address to Mr. Hume, M.P., dated January 1851, hereby authorize Mr. R. C. Woods to appear for them to conduct the inquiry on their behalf.

(Signed) J. GUTHRIE.
C. SPOTTISWOODE.
H. M. SIMONS.
P. A. SETH.
P. JOAQUIM.
W. C. LEISK.
S. BATEMAN.
JOHN HENRY.
M. T. APCAR.
W. STEWART.

(Q.)

Protest.

I herewith enter my protest against the despatch of the 21st of June, 1853, addressed by the Earl of Clarendon to Sir Charles Wood, containing the instructions upon which this Commission is based.

I protest against these instructions, that they are opposed to facts; illegal as requiring this Commission to determine the law of England; in violation of the principles of justice; and calculated to excite erroneous impressions on the minds of the Commissioners.

1. In reference to the first paragraph of the despatch in question, I remark that the "anomalous position" which I occupied was established by the Ministers of Her Majesty's present Government, who were aware when they placed me in it, that I held the territory of Sarawak, and administered the government and revenue of that country.

I protest, therefore, against this "anomalous position" being now assigned as a reason for inquiry, by the Ministers who formerly resorted to that expedient for the public good.

I protest likewise against the assumption that "certain inconveniences had thence arisen," because the anomaly which had been terminated could have no practical reference to the future convenience or inconvenience of the public service, or to the future advantage or disadvantage of the "commercial interests of Great Britain," as affected by the position, which I had been encouraged to accept, which I had retained so long as I possessed the confidence of Her Majesty's Government, and which I resigned when that confidence was withdrawn.

I further protest against this allegation of "certain inconveniences" having arisen from "certain anomalies" in the position I did not hold when this Commission was issued, because it not only disguises the fact that the inconveniences alleged had been previously unknown and unheard of, but likewise because it conceals from the Commissioners that Her Majesty the Queen had been graciously pleased to reward the efforts I had made; that Her Majesty's Ministers had acknowledged the services rendered to the nation; and that the policy which I and initiated, as well as the measures it involved, had invariably been

sanctioned and approved by the three preceding administrations of Government.

2. I object to the assertion contained in the second paragraph of the despatch of the Earl of Clarendon, to the purport that I originally held certain possessions under the Sultan of Borneo, but now, according to my own statement, that I hold those possessions independently by the free will of the people of Sarawak.

I except to this assertion, as being opposed to my statements, wherein I have maintained, as I still maintain, that the cession made by a Sovereign unable to rule his subjects, I held to be a title *de jure* of small value; whilst the title derived from the will and support of a free people was considered by me to be of superior importance.

I protest, therefore, against any construction forced upon my words, which implies or infers that the title *de facto* derived from the people supersedes or invalidates the title *de jure,* acquired under cession from the Sultans of Borneo; and further, I protest that I have never claimed, as stated, to be considered one of the independent Rajahs of the country, but on the contrary, having for a period of years, under the double title set forth, administered the government, I have been contented to explain the position I occupied, and to maintain the right of the people of Sarawak to manage the affairs of their own country.

3. I protest against the seventh paragraph of Lord Clarendon's despatch for the reasons above mentioned; and because the position which I hold in Sarawak has been recognized for eleven years past as being compatible with my character as a British subject, both by the Government and by the people of England; and because the validity of that position, after the sanctions it has received, cannot be questioned by any inquiry, or affected by any conclusion which this Commission may make or arrive at. I solemnly protest against the question of my right, under any plea or pretence, or by any inquiry or decision, or by any illegal proceeding or arbitrary act; and I maintain that my position at Sarawak, being compatible with the laws of England, must therefore be compatible with my character as a British subject; and that this Commission is an incompetent and illegal tribunal to declare or to reverse the laws of Great Britain, or to determine or to infringe the rights of the subject as by law established.

4. I protest against the eighth paragraph of the despatch in question, as being opposed to facts, and because it can be demonstrated that Her Majesty's Government, with the knowledge they possessed of my position, and by the acts they performed or sanctioned, relative thereto, could not have considered the possession of Sarawak to be as alleged "a private grant bestowed by a foreign Sovereign upon a British subject, but on the contrary, that their acts prove the British Government to have been cognisant of my holding the territory of Sarawak; of my administering the government of that country, and exercising various functions of a public nature, irreconcileable with a private position or proprietorship; and that with this knowledge it not only defended the "rights" and "possessions" which it declared I had acquired "in the most legitimate and open manner," when called in question by a foreign State, but publicly recorded its conviction that "Her Majesty's Government looked upon my position at Sarawak, not as the result of a premeditated scheme, but of unforeseen emergencies, in which I had been enabled to exercise great energy, temper, and singleness of purpose, without on that account having made myself liable to the reproach of any one;" and further, I declare that Her Majesty's Government was acquainted with the negotiations carried on by me, on the part of Sarawak, with the Envoy of the United States of America, and that no objection was perceived—so far as Great Britain was concerned—to the conclusion of the Treaty proposed by that nation; and although informed of the public recognition of the State of Sarawak, and of my position as its head, by the President of the United States, that far from objecting to this recognition, Her Majesty's Government acquiesced therein; and moreover, that for the purpose of advancing the commercial interests of Great Britain, Her Majesty's Government had previously sought to avail itself of "my relations with Sarawak,"

The Earl of Aberdeen to M. Dedel, December 10, 1845.
The Earl of Aberdeen to M. Dedel, May 4, 1846.

Lord Palmerston to Sir J. Brooke.

and had, in consistency with its other acts, sanctioned the hoisting of a Sarawak flag, in order to afford "a recognized permanency to that country."

I appeal, therefore, to the public acts and to the recorded declarations of the preceding Governments of England, in proof that my possession of Sarawak had never, and could never have been considered as "a private grant bestowed by a foreign Sovereign upon a British subject," and as conclusive demonstration that the sanctions directly and indirectly given, during a period of years, by the British Government and by the British nation to this Possession, and to my position as the head of the Government of that country, are in manifest contradiction of the allegation, now for the first time advanced in the despatch of the Earl of Clarendon.

I protest against an inquiry which, on the one hand, is an interference with the affairs of a foreign Government, and which, on the other hand, is an unprecedented infringement on the admitted right of private property.

5. I object to the statement contained in the ninth paragraph of Lord Clarendon's despatch: namely, that the Commissioners will have to inquire whether the interests of Sir James Brooke "as a holder of territory, and as a trader in the produce of that territory, are compatible with his duties as Consul and Commissioner for Trade," because it assumes as a fact the subject-matter of the present inquiry, as stated in the second paragraph of the same despatch; and I protest against it, because Her Majesty's Government has been aware, during the last twelve years, that I administered the revenue of Sarawak, and being possessed of that knowledge has declared that "there was no one to whom the protection and encouragement of the general interests of British commerce in the Eastern Archipelago, could be more safely entrusted." And I further protest against the concealment of the real circumstances of the case, by the change of a name, and by the assumption of a fact, at a time when my resignation of the public service, previously to the inauguration of the Commission, had rendered inquiry upon this point useless, for any practical purpose.

Mr. Shaw Lefevre to Mr. Buchanan, March 15, 1848.

6. I protest against the tenth paragraph of the despatch, that it contains an invitation, issued under the sanction of Her Majesty's Government to every accuser, to bring forward charges, past and present, whether grave or trivial, criminal or civil, without reference to the *primâ facie* evidence requisite to justify their reception. I protest against such a proceeding, as being unwarranted, and I insist that to be consistent with justice, the accusers, thus authorized in a public or private capacity to institute charges, with or without evidence in their support, shall be summoned to meet me face to face, and that these accusers shall not be screened by reason of absence, or from any other cause or pretence, from the responsibility they may incur in the prosecution of their task; and further, should any accusation be advanced by a corporate body, I protest that one or more members of the Corporation be called upon to support the allegations made, so that an opportunity be afforded of substantiating before the Commission the conduct of such Corporation, and the character of the directors entrusted with the management of its affairs.

I herewith solemnly protest, and I appeal to the Commissioners in this behalf, against this inquiry being conducted, save in accordance with the principles sanctioned by law, as a safeguard to the subject, whether in criminal procedure or judicial inquest.

I claim as an act of justice, and I demand as a matter of right:

1st. That the accuser be confronted with the accused.

2ndly. That the charges be defined.

3rdly. That *primâ facie* testimony, sufficient to warrant the reception of a charge, shall be submitted to the Commission, and that a list of the witnesses in support of each charge shall be furnished to the accused.

4thly. That the witnesses in every case shall be summoned before the Commission.

5thly. That the accused shall not be deprived of the evidence necessary for his justification; and,

6thly. That the inquiry be "full, fair, and complete," before a judgment be pronounced.

I appeal to the Commissioners, in the upright discharge of the duty imposed upon them, to adopt these and other similar precautions, founded on the principles of justice and of law, to protect me from the flagrant wrong to be apprehended from the unprecedented nature of the inquiry, and from the ill-defined character of the instructions upon which it is based.

7. In reference to the eleventh paragraph of Lord Clarendon's despatch, I deny, so far as I can understand the same, that personally I maintain, as therein alleged, any "relations" with the native tribes on the north-west coast of Borneo, nor am I aware of any relations, excepting such as have been established by the British Government or by the Government of Bruné for the suppression of piracy and for the protection of commerce; and I declare that I have never, as is erroneously asserted, been entrusted with any discretion to determine which of the said tribes or communities were piratical or otherwise; but on the contrary, that this discretion has been exercised by Her Majesty's Government or by the naval Commander-in-chief, in accordance with established usage; and I refer to the official records and to the instructions which I have from time to time received, in confirmation of this statement.

I protest, moreover, against the ambiguity of this clause of the despatch, which renders it impracticable to found any inquiry on it, excepting by means of other and secret instructions, of which I am kept in ignorance; but if, as I am left to surmise, a reference be intended to the piratical or non-piratical character of the Serebas and Sakarran communities, I protest against this evasive mode of raising a simple and direct question; and I insist that the piratical character of the said communities had been conclusively decided by the Government of the late Sir Robert Peel, previous to my employment in the public service of England, and that this decision was arrived at on the "fullest proof that the parties in question were actually and habitually pirates," without reference to my testimony, and without my knowledge that such proof had been obtained.

The Earl of Aberdeen to M. Dedel, December 10, 1845.

Ditto, May 9, 1845.

I further insist that the piratical character of the Serebas and Sakarran communities has been established by the decision of the Vice-Admiralty Court of Judicature of Singapore, that it has been avowed by the authorities of Netherland India, and confirmed by the approval of Lord John Russell's Government of the punishment inflicted on them; and, moreover, that the motions from time to time made for a Commission of Inquiry on this subject, have invariably been negatived by Parliament, from the conclusive evidence adduced of the fact.

I protest, therefore, against an allegation which, by investing me with a discretionary power I never possessed, arrives indirectly at an inquiry, directly refused by Parliament, and fixes on me the responsibility, which, by his own express declaration, attaches to the Earl of Aberdeen.

Protesting against the inquiry thus raised, and against the responsibility thus imposed, I, nevertheless, in consideration of the public good, and to satisfy the recent doubts of Her Majesty's Ministers, consent to offer fresh proofs that the communities of Serebas and Sakarran were "actually and habitually pirates," and that the punishment inflicted upon them was a just and lenient measure.

8th. I protest against the seventeenth paragraph of the despatch in question, because the desire on my part to which it refers, to advance the objects of this inquiry, arose from the assurances offered by the Earl of Aberdeen, and by the Earl of Clarendon, as recorded in my despatch of the 4th of April, 1853; and I herewith declare that I hold myself liberated from any pledge therein given, in consequence of the nonfulfilment of the assurances I received, the character of the instructions, and the nature of the Commission.

3th. In reference to the concluding paragraph of Lord Clarendon's despatch, I protest against the transmission of a letter from Mr. Hume

addressed directly or indirectly to the Commissioners, as establishing a communication between the accuser and the judges; and I protest against any recommendations made or any suggestions offered by the accuser, relative to the conduct or direction of this Commission, as being a violation of the essential principles of justice; and I demand again, that Mr. Hume, in his character of accuser, be summoned to attend before the Commission, that he may support the accusations he has preferred, that I may be enabled to convict him of having, in defiance of reason and of testimony, unjustifiably persisted in maintaining false and calumnious charges, injurious alike both to public and private interests.

I protest against unsupported assertions being indiscriminately adopted as accusations, and against any inquiry into transactions, when after a lapse of years the principal actors and only witnesses have been removed by death.

I protest against instructions extended to subjects the most varied and the least compatible, and which, by warrant of an Order in Council, authorise an inquiry within the territories of a foreign Sovereign indifferently into allegations of crime; into the performance of official duty; into the complaints of private persons; into the measures of preceding Governments; into the relations of national policy; into the asserted inconvenience to the public service; and into the possible advantage to be gained by the commercial interests of Great Britain.

I protest against this unprecedented proceeding, because I claim to be absolved from the imputations cast upon me, previously to being called upon to consider how far the welfare of the native communities may in future be reconciled with the interests of British commerce or with the policy of the British Government.

I appeal to the Commissioners in the discharge of their duty to limit the functions of their office within the powers vested in the Crown by the Treaty of 1847, with Borneo; and I not only deny that any power is granted (as assumed) by that Treaty to warrant such an inquiry as Her Majesty's Ministers have now directed to be made, but I protest against the exercise of a jurisdiction within the dominions of the Sultan of Borneo, except in "certain cases" specifically mentioned in the Additional Article of the Treaty in question, and against the assertion of an authority within the territory of Sarawak, which country, although included within the dominions of Borneo, possesses, and possessed, a distinct jurisdiction, previously to the formation of the Treaty with Great Britain; but in making this protest against an illegal procedure, I declare at the same time that every facility shall be afforded to the Commission to examine witnesses, whether European or native, and to obtain the information requisite to determine the truth on the various subjects of inquiry.

I enter this my protest against the instructions issued by the Earl of Clarendon in his despatch of the 21st of June, 1853, as being inconsistent with facts; as illegal in directing a decision on a point of law, and in granting an unwarranted jurisdiction in a foreign country; as in violation of justice; as evasive of the principal subject of inquiry; as clothed in obscure and ambiguous language; and as being opposed to the acts and declarations of the preceding Governments of England; and in support of this my protest, I hand to the Commissioners various documents relating to the subjects referred to, and I offer to make good by evidence the statements therein contained.

(Signed) J. BROOKE

(Q 1.)

Sir James Brooke to Messrs. Prinsep and Devereux.

September 22, 1854.

Sir James Brooke presents his compliments to the Commissioners, and regrets to trouble them relative to the proceedings of the Commission.

Sir James Brooke learns that the Commissioners propose permitting

some persons who have been summoned as witnesses to employ Mr. Woods to conduct what is called their "case."

Sir James Brooke begs to remind the Commissioners they have publicly announced that, excepting under the third head of the instructions, no prosecutor was requisite, and the request of a combination of the witnesses to be permitted to appear under that character, in disguise, is contrary to the declaration of the Commission and to the tenour of the instructions.

Having urged this objection thus far, Sir James Brooke would add, that should the Commission consider a representative to be necessary to conduct the case on the part of a combination of witnesses, who have declared that they have made no accusation, and that such a course will be advantageous in furthering the ends of the inquiry, he will cheerfully bow to their decision on the point; but at the same time he must take a most positive objection to the editor of the "Straits Times" newspaper being allowed to undertake the office in question.

It will be sufficient to refer to the minutes of the evidences given to-day for the ground of this objection; and from the character of the person referred to, Sir James Brooke must hold his presence, as a public prosecutor, *de facto*, to be derogatory to every one engaged in the inquiry.

Sir James Brooke would suggest, however, that amongst the memorialists to Mr. Hume, a competent person might be found to represent his fellows, or a respectable law-agent might be professionally engaged on their part.

To this course Sir James Brooke will cheerfully accede; but he must state, however painful the step might be, that should the Commission resolve on permitting Mr. Woods to appear, he shall no longer think fit to take any further part in the inquiry.

It is with regret that Sir James Brooke acquaints the Commissioners of his views on this point, and he trusts that they will believe nothing but the sense of what is due to his character and position could have induced him to do so.

(Q 2.)

Mr. Grant to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, September* 25, 1854.

I am instructed by Sir James Brooke to acknowledge the letter transmitted through the clerk to the Commission.

Sir James Brooke desires me to remind the Commissioners that the memorialists to Mr. Hume have not voluntarily come forward, but that the attempted proofs in support of a presumed accusation have been adduced in consequence of the reflections cast upon them by the Commission.

The Commissioners sanction the appearance of Mr. Woods. Sir James Brooke prefers condemnation unheard rather than to be brought in juxtaposition with a man whom he has publicly branded as infamous. The alternative lies before the Commission to have a one-sided inquiry, or to substitute a competent and respectable person in the place of Mr. Woods.

Sir James Brooke instructs me to state that he is not aware of Mr. Woods having exercised unchallenged the office of accuser before the Commission, although when his character was called in question he was in justice permitted to interrogate the witnesses.

Sir James Brooke desires me to acquaint the Commissioners, that in order to promote the cause of truth, he will not object to attend at their proceedings when Mr. Woods is not present, or is present as a witness only; and should the Commissioners acquaint him with the termination of the duties imposed upon Mr. Woods, he will resume his part in the inquiry.

Sir James Brooke instructs me to thank the Commissioners for the regret expressed by them on his possible absence when the other heads of the inquiry shall be made; but he holds himself to be the sole judge of

what is consistent with his honour, and he does not sacrifice it to considerations of interest or to the dread of consequences.

I am directed further to express the conviction Sir James Brooke entertains of the desire of the Commissioners to act with justice and impartiality, and his regret that their anxiety to elicit truth should have led to the present embarrassment. It is in consequence of this conviction that Sir James Brooke desires me to repeat, that when apprized that he can do so consistently with propriety, he will not object again to attend before the Commission.

I have, &c.
(Signed) C. T. C. GRANT,
Private Secretary.

(Q 3.)

Mr. Robertson to Sir James Brooke.

Sir, *Singapore, September* 25, 1854.

I am directed by the Commissioners, in reply to yours of the 22nd of September, by which they are informed you desire a written answer, to say, that with every wish to conduct the inquiry they are deputed to make in a manner the least disagreeable to Sir James Brooke, they do not feel themselves authorized to exclude any of those who signed the memorial to Mr. Hume, from following up the matters therein set forth, and of which they professed no personal knowledge, from producing such witnesses as they may deem competent to depose to them. Mr. Wood, as one of those who signed the memorial, is unquestionably entitled to advance proof in support of it; but even if he were not so, the Commissioners would scarcely feel themselves justified in refusing to admit his appearance as representative of such of the memorialists as may think proper to appear as a legal practitioner in the Courts of this place, and they do not see on what principle they could refuse to admit his agency, which indeed had previously been admitted and exercised without objection.

With regard to the intimation, that in the event of Mr. Woods being allowed to appear in support of the allegations of the memorial in question, Sir James Brooke will personally withdraw from the inquiry, the Commissioners cannot but express their surprise and regret at receiving such a communication, and further think it their duty to remind Sir James Brooke that there are other heads of inquiry in which he is himself personally concerned, and which they presume he would not desire them to proceed upon in his absence.

I have, &c.
(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(Q 4.)

Mr. Grant to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, October* 6, 1854.

I am instructed to state that Sir James Brooke had concluded upon the withdrawal, on his part, of the protest which he had handed to the Commission, and which had been privately returned to him for his re-consideration, that the proceeding, against which he had so strongly objected, would not be persisted in longer than was requisite to conclude the evidence in disproof of the piratical character of the Serebas and Sakarran communities.

Sir James Brooke, I am directed to say, learned with regret, from the memorandum entrusted to my charge, that the Chief Commissioner proposed insisting upon a course so manifestly opposed to impartial inquiry, and he has desired me therefore to recapitulate, for the consideration of

the Commission, the various circumstances which have resulted in so serious an embarrassment.

The Commission having sat two days without receiving intimation of any evidence to substantiate the numerous and varied accusations which had been made, proceeded to reflect with considerable severity upon those who had advanced statements which they were unable to support, and followed up these reflections by summoning before it several persons who had signed a memorial addressed to Mr. Hume.

The persons thus summoned, publicly denied that they had ever made, or that they had ever intended to make, whether collectively or individually, any accusation against Sir James Brooke; but being thus publicly called upon by the Commission, they offered to adduce evidence which they would not otherwise have done, and which under the circumstances they could scarcely avoid doing without injury to their characters in public opinion.

An accusation having in this manner been presumed, in spite of the disclaimer of the memorialists, a case which owed its existence to the Commission was supposed to require support; and this presumed accusation, or this supposititious case, identical in reality, was intrusted to the management of Mr. Woods, the Editor of the "Straits Times" newspaper, and a legal practitioner in the Courts of Singapore.

I am instructed by Sir James Brooke to request the serious attention of the Commission to the peculiar mode in which this accusation, or this case, was arrived at, step by step, and to express his desire to obviate the difficulties in the way of fair inquiry which have arisen in consequence.

I am directed to say that Sir James Brooke examined two witnesses, viz., Dr. Allen and Mr. Baumgarten, who had been subpœnaed by the Commission, and that, in justice, no objection could be urged against Mr. Woods' interrogating two other witnesses, viz., Mr. Wright and Mr. Tivendale, whose evidence directly impeached his character. I am, however, instructed emphatically to deny that Sir James Brooke has in any manner, directly or indirectly, admitted the propriety of Mr. Woods' appointment to conduct, as a law agent, so extraordinary a case, but, on the contrary, I am to declare that, so soon as he became aware of the sanction given to this proceeding, he publicly objected to it, both verbally and by protest, and withdrew from the Commission.

Sir James Brooke has directed me to add, that during the progress of this case he has not been represented before the Commission, and therefore that he must protest against any evidence, and against any report founded upon it, made in his absence and upon a one-sided inquiry. He considers that no better means could have been advised to entrap the witnesses, and to pervert the truth, than intrusting a supposititious case in the hands of an unscrupulous law agent, and permitting him unrestrained to resort alike to legal artifices and illegal evidence in support of it; and Sir James Brooke directs me to point out to the Commissioners that such a proceeding, in conjunction with his exclusion, must vitiate any decision which may be arrived at.

Sir James Brooke, I am instructed to repeat, is desirous of obviating the difficulties which have arisen, and to attain this object he is willing to submit to a proceeding, every step of which is, on principle, open to the gravest objections.

He protests solely against the admission of Mr. Woods as a law agent, and he grounds this protest on the proven character of that person, which is recorded on the Minutes of the Commission.

Sir James Brooke has instructed me to say that he does not stigmatize Mr. Woods as that person deserves, because he has been given to understand that an objection now exists to record the plain words which have been publicly used before the Commission, and more than once recorded in the protest and correspondence which have been cancelled.

To meet the wishes of the Commissioners it will be sufficient to indicate the true character of Mr. Woods, and the proofs of his conduct, by referring to the correspondence between Sir James Brooke and Colonel Butterworth, which is included in the Parliamentary Papers,* and to the

* Parliamentary Papers relative to Mr. Woods, page 3, from 28th to 45th line.

testimony offered by Mr. Wright and Mr. Tivendale upon the point; and I am directed to state, that Sir James Brooke holds the juxtaposition, intended for him by the Commission, with such a character, to be derogatory to his honour, which he will not sacrifice to the dictates of interest or to the dread of consequences.

The alternative, I am instructed to state, lies before the Commission: to receive, on the one hand, the evidence to be adduced by Sir James Brooke, in the same manner as it has received the evidence brought forward by the memorialists, *i.e.*, without the intervention of the opposite party; or, on the other hand, to exclude Sir James Brooke, and place beyond the reach of the Commission the only valuable and direct testimony to be offered on the piratical character of the Serebas and Sakarran communities.

I am directed by Sir James Brooke to renew his assurance of the conviction he entertains of the desire of the Commission to act with justice and impartiality, and to express his regret that an over-anxiety to elicit truth, by presuming a case, should now threaten to result in a one-sided inquiry.

I have, &c.
(Signed) C. T. C. GRANT,
Secretary to Sir James Brooke.

(Q 5.)

Mr. Robertson to Mr. Grant.

Sir, *Singapore, October* 9, 1854.

The Commissioners desire me, in reply to your communication of the 6th instant, to express their regret that the course they have taken in respect of the matter of the memorial or address from sundry inhabitants of Singapore, calling for inquiry into (amongst other things) the attack of Captain Farquhar on the Serebas and Sakarran tribes, appear to have been misunderstood by Sir James Brooke. Having themselves no knowledge whatever of the localities or of the persons from whom information could be obtained, and no information having been supplied or suggested by those who had called for the inquiry, they adopted the course of directing subpœnas to some of those persons, in the hope of hearing from them where the requisite evidence was to be obtained. On the service of the subpœnas, a portion of the memorialists engaged a local practitioner, himself one of their number, to produce witnesses and take part at the investigation on their and his own behalf. To this the Commissioners intimated their claim, and subsequently another petitioner was admitted to take part on behalf of those gentlemen who had presented to Sir James Brooke an address, approving of his acts for the suppression of piracy.

Sir James Brooke, who had previously appeared and personally taken part in the proceedings, objected to the admission of Mr. Woods upon grounds which the Commissioners held to be insufficient. Whereupon he thought fit to withdraw from the inquiry, and to take no further part, either personally or by agent, although all along at liberty to have done so in either manner. The proceedings have throughout been public, and the examinations taken in presence either of yourself or of other personal friends of Sir James Brooke.

The Commissioners are therefore somewhat surprised that they should now be told that their "mode of proceeding is calculated to entrap the witnesses and pervert the truth," and that on that ground they should be called upon to receive the examination of such witnesses as Sir James Brooke may have to produce without their being subject to the examination of the memorialists or their agent—a course which, on reflection, they are persuaded to be wholly inadmissible, and which they can hardly believe he will further urge upon them after this distinct expression of their opinion.

The Commissioners desire me to add, that this and any further discussion of the mode of conducting the inquiry must be as public as it has been their study to make the whole of their proceedings under the Commission.

I have, &c.
(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(Q 6.)

Mr. Grant to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, October* 11, 1854.

I have submitted to Sir James Brooke the communication addressed to me by the Clerk of the Commission.

I am instructed to state, that Sir James Brooke does not find there any explanation of the very peculiar and unauthorized mode by which the Commission first established a purely supposititious case, and then sanctioned its support by a local practitioner, whose character was not only stamped on the record of the Commission, but notorious from the correspondence relating to him, and the depositions appeared to it in the Parliamentary papers,—a character to be condemned upon plain and self-evident facts, whether patronized by Mr. Hume or licensed by the Court of Judicature of Singapore.

The alternative offered by the Commission to Sir James Brooke, was either absence or dishonour; and I am directed to say, that with this alternative, Sir James Brooke was not at liberty to be present during the inquiry.

The alternative submitted to the Commission was "to receive, on the one hand, the evidence to be adduced by Sir James Brooke in the same manner as it has received the evidence brought forward by the memorialists, *i.e.*, without the intervention of the opposite party; or, on the other hand, to exclude Sir James Brooke, and place beyond the reach of the Commission the only valuable and direct testimony to be offered in the piratical character of the Serebas and Sakarran communities."

I am desired to say, that Sir James Brooke had neither the intention nor the wish to urge on the Commission a choice which it was requisite it should make in accordance with its sense of public duty.

The publicity of the proceedings, I am instructed to state, does not obviate the objection to a one-sided inquiry; and the occasional presence of Sir James Brooke's friends cannot warrant a presumption that they approve of the manner in which the examinations have been taken before the Commission.

Sir James Brooke, I am directed to say, trusts that there may arise no misunderstanding as to the meaning of my previous communication; the unfortunate, but (as Sir James Brooke has been anxious to evince) the well-intentioned device of admitting an unscrupulous agent, led as a consequence to his practising those low legal artifices which are calculated to entrap witnesses and to pervert truth; but Sir James Brooke is desirous I should assure the Commission that it was far from his belief that this evil had been foreseen, or, once admitted, could be efficiently restrained.

Sir James Brooke, I am to state, is content, under protest, to be condemned unheard; and after the distinct expression of his opinion, he can hardly believe that the Commission will, on reflection, further urge upon him a course of conduct derogatory to his character as a gentleman, or longer maintain that he has liberty to act contrary to the dictates of honour.

Sir James Brooke desires me to add, that he has of course concluded all correspondence and discussion, whether past, present, or future, relative to the proceedings of the Commission, to be of a public character.

I have, &c.
(Signed) C. T. C. GRANT,
Secretary to Sir James Brooke.

(R.)

To A. M. Aitken, Esq., Law Agent.

Sir, *Singapore, September* 26, 1854.

We, the Undersigned, being desirous to elicit the truth in matters connected with the present Commission for Inquiry, and some of us having signed the address to Sir James Brooke of the 5th November, 1849, and others on various occasions having expressed their approval thereof, and of the measures adopted by Sir James Brooke for the suppression of piracy on the north-west coast of Borneo, hereby depute you to represent us before the Commissioners, to bring forward such evidence as you may deem needful, and to take such steps as you may consider necessary to carry out the important object we have in view.

(Signed) JNO. FERRIS.
W. H. READ.
J. JARVIE.
M. F. DAVIDSON.
CHS. H. HARRISON.
THO. H. CAMPBELL.
JOHN HARVEY.
WILLIAM MARTIN.
W. R. GEORGE.
J. D'ALMEIDA.

(Z.)

Address.

(Translation.)

We, the Undersigned Chinese merchants and residents of Singapore, knowing the old saying, "A well governed country pleases the heart of the Almighty God; his people flourish under a good and impartial Governor, and all men ought to proclaim their confidence in him and rejoice with the clapping of hands." As touching Sarawak, Labuan, and Borneo, previous to their being reformed, the savage Malay pirates gathered together both in the jungle, nested in their dens, and on the surface of the open sea, with the Lanoon pirates flying about everywhere like bees. Vessels both belonging to the country, and also other navigating traders, fell a prey to them often, and always ran great danger in these seas. We, Chinese trading to these places, always ran great danger ourselves, and with difficulty made any profit. But, fortunately, through the gracious favour of Her Majesty the Queen of England, Sir James Brooke was sent as Her Majesty's Commissioner to have control over these places, viz., Sarawak, Labuan, and Borneo, to govern the said places, to open up the country, and reform the barbarous Malay into a moral character, so as to enable us the Chinese traders since to carry on our mercantile business there to a profit. Such has been the case, accomplished through the kind protection of Sir James Brooke, and not only so, but further, he has eradicated the roots of this most crying evil from the surface of the vast sea by dispersing the pirates, and has restored the four seas (everywhere) to be in tranquillity. We feel the deepest gratitude to Sir James Brooke for the influence of his great ability, and for his struggles in this best scheme for the remedy of the world. Indeed, he is to be considered the true support of the country, as a stone pillar for the temple. And as we now hear of Her Majesty the Queen of England having sent two Commissioners to make particular inquiries into matters (of accusation), we, the Chinese merchants and residents of Singapore, as mentioned before, urged by a sense of Sir James Brooke's former and deep-rooted benevolence, have hereby come forward, one and all, to proclaim the deserved praise of his skilful capacity, and at the same time we

pray that his son and grandson may succeed him, and that successful prosperity may attend them from generation to generation, without ending.

(Signed)

Wee-Guan-Ho.
Chee-Tiang-Why.
Tan-Tiang-Keng.
Kow-Cheng-Swee.
Chan-Koo-Chan.
Choah-Ho-Lam.
Lim-Seng-Chai.
Sim-Ah-Kye.
Chee-Peng-Siang.
Ang-Kim-Chiak.
Koh-Heng-Oon.
Chan-Tek-Tye.
Neo-Tiam-Watt.
Ong-Cheng-See.
Wee-Guan-Wee.
Tan-Kim-Swee.
Chew-Soo-Leong.
Ang-Choon-Kiat.
Lim-Yee-Sin.
Choah-Boon-Buan.
Yeoh-Kay-Chiang.
Choah-Ah-Koh.
Lim-Ah-Siang.
Tan-Ah-Hak.
Sim-Sock-Kwee.
Choah-Teng-Kee.
Tan-Pek-Tong.
Koh-Kong-Lok.
Choo-Kian-Siang.
Chiah-Ma-Lek.
Tan-Bow.
Wan-Moh-Hong.
Sim-Siow-Lee.
Wee-Soon-Liong.
Tan-Hoon-Soon.
Neo-Chan-Swee.
Choah-Pway-Kiam.
Chan-Kian-Tong.
Tan-Kee-Soon.
Tan-Chai-Liang.
Wee-Ah-What.
Tan-Ek-Kim.
Chan-Lay-What.
Choah-Chin-What.
Ho-Chong-Lay.
Chew-Chew-Puan.
Tioh-Seng-Stin.
Tan-Kim-Eng.
Ong-Ban-Soon.
Choah-Chang-Soon.
Lee-Cheng-Hoh.
Lim-Why-Ann.
Lim-Soh-Lan.
Oon-Kiong-Cheow.
Sim-Lay-Kiong.
Chan-Kit.
Hoh-Chong-Liong.
Teoh-Jin.
Ong-Cheng Siong.

Friday, September 15, 1854.

A translation of the annexed Chinese document, as near as the English language will correspond with the Chinese interpretation.

(Signed) J. W. D. Geils.

Interpreted by
C. Seng Boon.

Act No. XV of 1854.

Passed by the Legislative Council of India.

[Received the assent of the Governor-General on the 21st of July, 1854.]

An Act to facilitate the proceedings of the Commissioners appointed to inquire into certain matters connected with the position of Sir James Brooke, Her Majesty's Commissioner and Consul-General in Borneo.

Whereas the Governor-General of India in Council has, by a Commission bearing date the seventh day of July, in the year of our Lord one thousand eight hundred and fifty-four, nominated and appointed Charles Robert Prinsep, Esquire, Barrister-at-Law and Advocate-General of Fort William in Bengal, and the Honourable Humphrey Bohun Devereux in the Civil Service of the East India Company on their Bengal establishment, to inquire into certain matters connected with and arising out of the position of Sir James Brooke, Her Majesty's Commissioner and Consul-General in Borneo; and whereas it is expedient that the Commissioners aforesaid should be invested with certain legal powers within the territories in the possession and under the government of the East India Company, it is enacted as follows:

Commissioners to be sworn.

I. Each of the said Commissioners shall, before beginning to act in the execution of the Commission aforesaid, take and subscribe, before one of the Judges of Her Majesty's Supreme Court of Judicature at Fort William in Bengal, the following oath, that is to say:

"I, , do swear, that I will truly and faithfully, according "to the best of my knowledge and judgment, execute the powers "and trusts vested in me by the Governor-General of India in "Council, by a Commission bearing date the seventh day of July, "in the year of our Lord one thousand eight hundred and fifty-"four, and by Act No. XV of 1854.

"So help me God."

And the Judge of the Supreme Court before whom such oath shall be taken, shall transmit the same to the Secretary to the Government of India in the Foreign Department, to be filed among the records of his office.

To summon witnesses, &c.

II. It shall be lawful for the Commissioners aforesaid, by a summons under their hands, or under the hand of either of them, to require the attendance before them, at a time and place to be mentioned in such summons, of any person or persons whomsoever, residing or being within the jurisdiction of the Court of Judicature of the Settlement of Prince of Wales' Island, Singapore, and Malacca, whose evidence shall, in the judgment of the Commissioners aforesaid, be material to any of the matters directed by the Governor-General of India in Council to be inquired of, and to require the person or persons so summoned to bring and produce before them all such books, papers, deeds, and writings, as to them, the said Commissioners, shall appear necessary for arriving at the truth of the matters directed to be inquired into by the said Commissioners, all which persons shall accordingly attend the said Commissioners, and shall produce such books, papers, deeds, and writings as shall be

required of them, and shall be in their custody and control, or in the custody and control of any one of them, according to the tenour of the summons: Provided always, that no person shall be compellable to answer any question, or to produce any book, paper, deed, or writing, the answer to which, or the production of which, may criminate or tend to criminate such person, or to expose such person to any pains or penalties.

Witnesses indemnified.

III. And whereas it may appear to the Commissioners aforesaid desirable to examine as witnesses several persons touching the matters directed to be inquired into, the evidence of which persons may tend to expose them to penal consequences, every person who shall be examined as a witness and give evidence before the Commissioners aforesaid touching the matters in question, and who shall, upon such examination, make a true discovery to the best of his knowledge touching all matters to which he or she shall be so examined, shall be freed from all penal actions, forfeitures, punishments, disabilities, and incapacities, and all criminal prosecutions, to which he or she may have been, or may become, liable or subject within any part of the said territories in the possession and under the government of the East India Company for anything done by such person in respect of any acts relating to which he shall be examined: Provided that where any witness shall be so examined as aforesaid, such witness shall not be indemnified under this Act, unless or until he or she shall receive from the Commissioners aforesaid, under their hands, a certificate in writing, stating that such witness has upon his or her examination made a true disclosure touching all matters to which he or she has been so examined.

Power to administer an oath, &c.

IV. It shall be lawful for the Commissioners aforesaid, or one of them, to administer an oath, or, in case of persons allowed by law to make affirmation instead of taking an oath, an affirmation, in such form as to them, the said Commissioners, shall seem fit, to all persons who shall be examined before them touching the matters directed, or which may be directed to be inquired into by them as aforesaid.

Witnesses refusing to attend or answer.

V. If any person, upon whom any such summons shall be served by the delivery thereof to him or her, or by the leaving thereof at his or her usual place of abode, being a person subject to the Court of Judicature of the Settlement of Prince of Wales' Island, Singapore, or Malacca, shall, without reasonable cause (to be allowed by the Commissioners aforesaid), fail to appear before them at the time and place mentioned in the summons, or shall refuse to be sworn or to make affirmation (as the case may be), or shall not make answer to such questions as shall be put to him or her touching the matters directed, or which may hereafter be directed to be inquired into by the Commissioners aforesaid, or shall refuse or fail, without reasonable cause (to be allowed by the Commissioners aforesaid), to produce and show to the said Commissioners any such paper, book, deed, or writing being in their possession, or under their control, as to the Commissioners aforesaid shall appear necessary for arriving at the truth of the matters directed to be inquired into by them, the Commissioners aforesaid shall have the same powers in all respects touching any such person so failing to appear, or refusing to be sworn or to make affirmation, or not answering such questions as shall be put to him or her, or refusing to produce and show any such book, paper, deed, or writing as aforesaid, as the Court of Judicature of the Settlement of Prince of Wales' Island, Singapore, and Malacca, may by law exercise against any person for making default of appearance, or for refusing to be sworn or to give evidence on any issue joined in any action depending in such Court.

Penalty for false evidence.

VI. Every person, who, upon examination upon oath, or affirmation before the Commissioners aforesaid, shall wilfully give false evidence, shall be liable to the pains and penalties of perjury.

Limitation of actions.

VII. No action shall be brought against the Commissioners aforesaid, or any other person or persons whomsoever, for anything done in the

execution of this Act, unless such action shall be brought within six calendar months next after the doing of such thing.

VIII. In case of the death or resignation of either of the said Commissioners, or in the event of either of them becoming incapable of acting, it shall be lawful for the other Commissioner to act alone; and every part of this Act shall be deemed to apply to such Commissioner as if he alone had been mentioned herein.

In what cases one Commissioner may act.

Evidence taken under the Commission.

(S.)

List of Witnesses examined before the Commissioners.

No.	Name.	By whom Called.
1	Henry Allen Allen, M.D.	By the Commissioners
2	Christian Baumgarten	By Mr. Woods
3	James Motley	By the Commissioners
4	‡F. Bondriot	By his own desire
5	George Tod Wright	By Sir James Brooke
6	Thomas Tevindale	By his own desire
7	*Geo. Julius Dare	By Mr. Woods
8	*Robert Bain	„ „
9	*Joseph Koek	„ „
10	*John Henry	„ „
11	*Peter Ariet Seth	„ „
12	*William Wilkinson	„ „
13	*Richard C. Brown	„ „
14	*Galestine Moses	„ „
15	*Robert Hentig	„ „
16	*Datoo Patingi	„ „
17	*James Guthrie	„ „
18	*The Hon. Thos. Church..	„ „
19	*William Napier	„ „
20	‡Wee-Guan-Ho	By the Commissioners
21	‡Wee-Guan-Wee	„ „
22	‡Tan-Kim-Siree	„ „
23	‡Madam Dutronqua	„ „
24	*Thomas Owen Crane	By Mr. Woods
25	‡St. John Arnold Rappa	By the Commissioners
26	‡Pangeran Serail	„ „
27	‡Nakodah Lama	„ „
28	‡Moosah	„ „
29	‡Abdul Kassim	„ „

No.	Name.	By whom Called.
30	‡Mataip	By the Commissioners
31	‡Orang Kaya Dano Makota	„ „
32	‡Nakodah Mahomed	„ „
33	‡Lo-Choon-Chang	„ „
34	‡Nakodah Hagee Achmat	„ „
35	‡Nakodah Abdulla	„ „
36	‡Retti	„ „
37	‡Nakodah Moomin	„ „
38	‡Badder	„ „
39	‡Abdullrahim	„ „
40	‡Nakodah Ally	„ „
41	‡Hajee Mahomet Sahat	„ „
42	‡Mahomet Sally	„ „
43	‡Spenser St. John..	„ „
44	‡Harington W. Parr	„ „
45	‡Loo-Jim-Tek	„ „
46	‡Nakodah Boojang	„ „
47	Robert Carr Woods	„ „
48	‡Nakodah Moora	„ „
49	‡Charles T. C. Grant	By his own desire
51	‡George Blune	By the Commissioners
52	‡Robert Blake	„ „
53	Sir James Brooke	By his own desire

(No. 1.)

Henry Allen Allen, M.D., of Singapore. (Called by the Commissioners.)

On being sworn states:

To Mr. Prinsep.

My name was attached to an address to Mr. Hume, the member of Parliament; it was merely signed by me as one of the public of Singapore, and merely with the desire for a public inquiry. I was never in Borneo, and can know nothing personally of the different tribes, or their customs or occupations.

I never attended any meeting in connection with the getting up of the letter.

I do not known what person attested to the signatures of the letter.

By Sir J. Brooke.

I do not know whether the allegations contained in the letter be true or not true; I never inquired: but from public excitement, caused by the press, I considered that inquiry was necessary, and that was my sole reason for signing the letter to Mr. Hume. I do not know whether pirate boats are propelled with paddles or not, but believe they are. I never made any inquiries of any nakodah or native traders, and can say nothing of the Dyak tribe. It was not from personal motives I signed the letter, but with the public asking for inquiry, and not making accusations against Sir James Brooke.

(Signed) HENRY A. ALLEN, M.D.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

(No. 2.)

Christian Baumgarten, Law Agent, at Singapore. (Called by R. C. Woods.)

On being sworn states:

To the Commissioner.

I was one of those who signed the address to Mr. Hume, a member of Parliament. I am not personally acquainted with the fact set forth in the address. I have no ill-feeling whatever to Sir James Brooke. I recollect in 1843 and 1844 there was a good deal of public discussion in Singapore and Penang—I believe I was then living at Penang—about some attacks made by Her Majesty's ship "Dido" upon the Serebas tribes, on the west coast of Borneo, and the propriety of those attacks was much questioned by the Straits' community. From that time up till 1849, the character of the Dyaks was much inquired into.

Captain Keppel, I think, preferred a claim here in the Court of Judicature for head-money; which claim being doubted as being within the jurisdiction of the Court, was rejected, or rather not entertained, by the Court.

Some time in 1849 or 1850, intelligence was received here of an attack having been made by Captain Farquhar of the "Albatross," against the same people (Dyaks), which led to a great deal of discussion as to the real character and occupations of this tribe, and the proceedings of Sir James

Brooke and Captain Farquhar were very much questioned by the mercantile community of Singapore. I believe the usual certificate was granted by Sir C. Rawlinson for the head-money.

I had no hand in drawing up the address to Mr. Hume; it was spoken about however to me by Mr. Guthrie, Mr. Ker, and others, who told me it was to be an address to Mr. Hume, instituting an inquiry into the circumstances connected with the attack on the Dyaks in July 1849. After the certificate for head-money had been granted by the Court here, parties came over from Borneo, who made a great deal of speaking about it, and this caused more excitement as to the propriety of these attacks. I merely signed the petition asking for the inquiry which Mr. Hume had asked for in Parliament. I never heard previously till 1843 of the Dyaks being pirates, and I had no personal knowledge of them, but thought that an inquiry was a desirable thing. I have no knowledge of any evidence which is obtainable here. I think Messrs. Dare, Guthrie, Leisk, Crane, Spottiswoode, Apcar, Moses, and Henry, as also Seth and Moses, M. Moses and Captain Wright of the steamer "Hooghly," could give such information as is wanted by the Commissioners. The letter was presented, I think, to me for signature, by Messrs. Guthrie, Fraser, and Woods.

I believe it was Mr. Woods who attested to the signatures in the letter. I did not authorise the description put opposite my name in the letter. I am only now 40 years of age.

(Signed) C. BAUMGARTEN.

Court House, Singapore, September 19, 1854.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(X.)

(No. 2.)

James Motley, Civil Engineer, and late Superintendent of Eastern Archipelago Company at Labuan. (Called by the Commissioners.)

On being sworn states:

To the Commissioners.

I was manager of the Eastern Archipelago Company about four and a-half years at Labuan. I have no further knowledge than what is already printed in the Parliamentary papers, regarding the quarrel with Sir James Brooke and the Government of Labuan. I was at Labuan or Singapore about the time the attack was made by Captain Farquhar, of the "Albatross," on the Dyak tribes. I have no knowledge of the Sereba or Sakarran tribes, having then only recently arrived at Labuan. I do not know of any one now in Singapore who personally has any knowledge of those tribes, but believe some of the native traders will be able to give the information wished for by the Commission. I have never come in contact with those tribes since Captain Farquhar's attack; all I know of the attack is from hearsay, gained from what other native tribes thought. I know of no particular person who has been in immediate connection with these tribes, but I think in Brunè the Commissioners would get every information they require. I left Labuan last October.

I believe Mr. Low, in Labuan, is aware of some facts regarding these tribes. I believe he has been up many of their rivers; he is still at Labuan. I don't think the Chinamen in Labuan trade anywhere to the southward; they all trade north.

Mr. Barber, who succeeded me, is dead. I have now no connection with the Eastern Archipelago Company, and have no papers belonging to them. I offered myself to the Commission, because I feared it might be said I did not want to come forward.

By Sir James Brooke.

I wrote a report in May 1849, regarding the collieries in Labuan.

I held in England, before my going to Labuan, the following situations:

I had for a year and a-half the sole management of the Terrgoed colliery in Glamorganshire; afterwards I was underground surveyor to Mr. Wm. Chambers, of Llanelly, Carmarthenshire, and subsequently I had the managementship of a colliery, iron-works and mines, and limestone quarries at Abercrave, in Breconshire, from whence I was recommended by Sir Henry de la Beche to the Eastern Archipelago Company. I consider I was quite capable of taking charge of a colliery. I was about two years digging the surface coal only; the reason for this was, when I came out I had not sufficient funds, and twice I was without money at all: and as the Company had thoughtlessly promised to supply the Government steamers with coal, I was obliged to work the coal at any price, and in any way I could get it quickest. I knew at the time, and often represented, that I was injuring the future workings. About two months before Mr. Coulson arrived, I only received permission to spend what money I pleased. Before I worked the coals Mr. W. H. Miles worked the surface coal. I do not consider Mr. W. H. Miles' mode of obtaining coal different from what I used myself the first two years, and the reason I considered I had more difficulties was, because I had a greater amount of clay to remove.

By Sir James Brooke.

1. You have stated that Mr. Miles worked the coal from the surface and so did you; do you say that that was a different manner?—If you say that the coal was worked by patch-work in both cases that will be correct, and understood by all practical men.

2. Then as you worked the coal by patch-work, and Mr. Miles did so also, wherein did the difference consist?—In the fact that all the coal worked by Mr. Miles was above the natural drainage, except one small place which he worked in the dry season, and then abandoned it; whereas I was obliged to work below the level, and to put an underground drain to carry off the water. Moreover, the coal worked by Mr. Miles had hardly any covering of clay. I was obliged in many cases to remove as much as fifty feet of clay. Mr. Miles used only a few native tools,* while I used European ones. I wish to tell this, merely to show I did the most I could with the means I could obtain at the time being. At this time the Company were still obliged to supply coal to the Government.

3. You say that Mr. Miles and yourself worked the coal in a patch-work manner; were your difficulties greater than his?—Yes; because Miles had removed all the most available coal first.

4. As you say that Mr. Miles worked the coal by patch-work, do you allow that my statement to Mr. Lindsay was adverse to facts?—I again say, that though I allow both worked on the same system, it was not in the same manner.

5. Then you make a distinction between system and manner?—Certainly.

6. You allow that you both worked in the patch-work manner, and yet that my statement is at variance to facts?—Your letter was calculated to give a wrong impression to any person who read it.

7. You say, that receiving a wrong impression, Mr. Lindsay was authorised to say that it was at variance with facts?—Yes, always distinguishing between the two words "manner" and "system;" because, from reading your letter, I would suppose there had been no change except in the head of the establishment.

8. I had stated that the coal worked in that manner from the surface must necessarily be very limited, and the difficulty of obtaining it gradually increased; was this statement correct?—As a general rule it was correct; but any person who had not seen the place could not judge properly that it would be so in any particular locality.

9. In reply to this, you wrote to the Directors, you knew no difficulty

* Used some rude Chinese pickaxe, and carried out the coals in baskets.

of the sort. Do you consider that an increase of distance would be an increase of difficulty?—In mining, distance does increase difficulty, because it increases expense.

10. You state in your letter that it was a slowly increased difficulty; I state, gradually increased difficulty; will you explain the difference?—You speak of difficulties; I speak of difficulty; so far we agree as to distance increasing difficulty.

11. Has Mr. Lindsay authority to say that my statement was at variance with fact?—Any person who read that letter would suppose it to be at variance with fact, though in this one instance it appears to agree.

12. You worked the coal from the surface, did you not?—After removing the surface soil, I removed the coal.

13. Do you not consider working by patch-work to be an unscientific way of working coal?—In some cases it is the most scientific mode that can be adopted.

14. And do you think that it was a scientific mode at Labuan?—No; but I adopted it, being the quickest mode of obtaining coal.

15. Then it is an unscientific mode at Labuan?—It was a method I should not have adopted, had it not been for the immediate want of the coal, and want of funds to work it.

16. Was I warranted in concluding that there was no prospect of a greater abundance being supplied for public purposes?—I think if you had made inquiry as to the materials which had been long ordered from home, you would not have been justified in stating what you did. At that time none of the Government officials had visited the colliery for some time.

17. Was not that statement subsequently borne out by facts?—From the time I subsequently commenced working any coal underground, there was a gradual increase of coal from the underground workings up till the day I left; the surface working I do not take into consideration, as one month I was employed taking off the clay, and another in taking out coal. I allude to the regular working.

18. When were those regular workings commenced?—When I had been there about two years, that is, as soon as money was placed at my disposal.

19. You commenced those workings, but when did you receive any increase of coal from them?—I cannot tell dates, as I am now without any papers to refer to; but the quantity of coal from the underground workings gradually increased till the day I left, but the gross yield of the mines fluctuated from time to time, in consequence of the necessary irregularity of any patch-work.

20. What do you understand by the statement a "moderately producing colliery?"—That must depend entirely on the position and circumstances of the place.

21. What do you understand by that expression to the Directors, a "moderately producing colliery at Labuan?"—As far as I can recollect, the letter I then wrote has reference to a letter from the Directors, in which they were canvassing the propriety of making a contract for a certain amount of coal monthly, to be supplied to the Peninsular and Oriental Company; so that this remark, in sounding like a general remark, had probably reference to this particular quantity, but I do not consider so small a quantity a fair produce for a colliery.

22. Then it is something more than 800 to 1000 tons, which will be a fair quantity for a moderately producing colliery?—Yes.

By Mr. Commissioner Prinsep.

23. How long did you continue short of funds?—I do not recollect the exact time. I think it was about two years; but I know that by the same opportunity I received advice of more Europeans coming out, I received advice of funds being placed at my disposal.

(Court adjourns at half-past 3.)

By Sir James Brooke.

24. You have stated that you do not consider 800 to 1000 tons a fair quantity for a moderately producing colliery. Will you state what you do consider to be a fair quantity for a moderately-producing colliery?—It would depend entirely on the length of time that the legitimate underground workings—that is to say, mere mining, not patch-work—have been in operation.

25. The words are your own: "a moderately producing colliery;" and by a reference to your report* you will find that you recommended patch-work, and said that the Directors could not expect to have a moderately producing colliery under 3,000*l.* Now, I ask you again, what you then understood by a moderately producing colliery in Labuan?—It is true that, at that time, I recommended patch-work, because I knew the particular circumstances of the case and the urgency of the moment; the outlay mentioned had reference to other and permanent work, which would be conducted in quite another way by true underground mining, and I mentioned so small a sum as 3,000*l.*, and spoke of a moderate produce, because I had reason to believe that the Directors were not at that moment in a position to authorise a large outlay.

26. I ask you again to state what is a proper quantity for a moderately producing colliery?—I believe that, after spending 3,000*l.* *bonâ fide* in mining at Labuan, at that time, the colliery would have produced 1,500 to 2,000 tons a-month, and I should have been satisfied with that after that expenditure, although, as the work progressed, it would have become greater.

27. You have just stated that the Directors were not in the position to authorise a larger outlay than 3,000*l.*?—I have not stated that the Directors were not in a position to do so; I have no knowledge of the position of the Company's affairs at home, neither have I at any time had any such knowledge; I merely stated that I had reason to believe it.

28. You had reason to believe it, you say?—Yes.

29. Now, as Superintendent of the Company, had you never read the charter?—You describe me wrong, when you say Superintendent of the Company; I was only superintendent of their collieries at Labuan, and knew nothing of their affairs at home.

31. I repeat my question; have you ever read the charter?—I have read the charter, but not since I left home, in 1849; I had no copy at Labuan.

32. Having read the charter, were you not aware that the Directors were obliged to have 50,000*l.* paid up before they commenced to operate?—When I left England, at the time I read the charter, as I probably did, but I have no certain recollection of it, I was quite unaware of any quarrel between Sir James Brooke and the Company, although I was aware he had some difference with Mr. Wise, and, not expecting any of the proceedings which have since taken place, I had no object in gaining an intimate knowledge of the Company's affairs, and no particular interest beyond the security of my salary from those of the Directors who signed my agreement.

33. Then you swear that you were ignorant that the Company was obliged by charter to have 50,000*l.* paid up?—Officially, yes; I was quite ignorant of it. Since that, I have seen it stated in the newspapers, and heard it stated in many places; I have also heard an explanation of the discrepancy said to exist, in the same way.

34. Do you swear that you were ignorant, not officially, but as a man on your oath, that the Company were bound to have 50,000*l.* paid up?—Not having it before me officially, it is impossible for me to swear whether I knew it or did not know it, before it became a subject of conversation; I cannot charge memory with a matter of that sort, referring to a time so long ago, when, if I had known it, it would have been a fact without any significancy for me.

35. You had reason to believe that the Directors were not authorised

* Report, 1849.

to make a larger outlay than 3,000*l.*?—My reason for believing that the Company were not in a position for making a larger outlay, was simply that, up to that time, very much to my annoyance, and certainly contrary to their own interests, they had supplied me very sparingly with funds.

36. When did you arrive at Labuan?—It was in April or May of 1849.

37. Now, you arrived in May, and your report is dated 24th May; now, will you explain to the Commission what is the great annoyance of being short of funds?—Before I left Labuan to return to Singapore I was without any funds at all, about the time that report was written, all being exhausted, and I was unable to pay the people their wages, using my own money to assist, and before I had time to return from Singapore my brother, who remained at Labuan, was utterly without any money either of his own or the Company's.

38. You arrived in Labuan in April or May; how long did you remain in Labuan before you started for Singapore?—Somewhere about two months; I am not sure.

40. Now, this report is dated 24th May from Labuan, within one month of your arrival there. It has no reference, therefore, with anything that occurred during your visit to Singapore?—It is not very difficult to judge how long a sum of money will last if you have it in your hands, with no means of increasing it.

41. Then, with a stopage of funds within one month of your arrival at Labuan, you had reason to believe the Company was not authorised to make a larger outlay than 3,000*l.*?—I say that, from the fact of the Company supplying me with so small a sum as I had in Labuan in the first instance, I presumed there was a difficulty about funds.

42. You then had no great opinion of the stability of that Company?—I had no distrust of the Company at all. I had heard in England good opinions expressed about it, but I repeat that I did not trouble myself about that matter so long as I believed that the names of the Directors who signed my agreement were a sufficient guarantee for the payment of my salary. I did not consider such matters in any way within my province.

By Mr. Devereux.

43. What was the reason you fixed upon 3,000*l.* as the sum beyond which you thought the Company could not go?—I did not fix upon 3,000*l.* from any knowledge of the extent to which the Company could go, but merely as a sum for which I believed the colliery could be opened in a certain manner, and the alternative lay in this case between a very large sum, say 20,000*l.*, and a very small one, say 3,000*l.*

By Sir James Brooke.

44. Now you have stated that 1,500 or 2,000 tons would be the monthly produce of a moderately producing colliery. Now are you aware of the full amount of coal produced from May 1849 till March 1862, at Labuan?—I do not know the exact quantity, but I know it was small, because it was all obtained by patch-work, and for almost daily and hourly demand; but I am quite confident, that had I been able from the beginning to open the colliery in the way that I wished, the amount would, before that time, have equalled my calculation As it was, it was not merely the loss of coal to the underground workings, caused by the previous patch-work, which must be taken into calculation to account for the subsequent slow progress of the colliery, but also the damage and inconvenience caused by the breaking up of the surface in prosecuting that patch-work.

45. Have you not stated to the Commissioners that you had at option to choose two modes of working, a cheap one and an expensive one, and that you chose the cheap way?—I have not stated that I had an option; but if I had had an option I should certainly have adopted the other mode of working. When I spoke of the alternative, I meant that I saw no medium way; and when, as I have already stated, I had reason to

believe that I should not have funds supplied me to carry out the more expensive plan, I do not conceive that I had any option in the matter.

46. Then you draw a distinction between option and alternative?—Where there may be two ways of doing a thing, there you have an alternative; if you can do it which way you please, you may be said to have an option.

47. Because you worked by patch-work you have stated that the amount of coal was small. With reference to Mr. Lindsay's letter to Sir John Pakington, dated 12th March, 1852, you will find the total amount to have been 10,000 tons, that is, an average yearly produce of about 3,300 tons, or 275 tons a-month; so by your own showing the Labuan colliery, after working three years, short of two months, was not a moderately producing colliery. Is this not so?—When I spoke of the moderately producing colliery which was to cost 3,000*l*., I spoke of a colliery, from the first, opened in a proper manner; that had not been done, for the reason that a colliery so opened, would for some time have produced hardly any coal at all, whereas coal was immediately required; and when at last I was able to commence opening the colliery, circumstances had very much changed, in consequence of the patch-works which had been carried on in the mean time.

48. You lay down the plan you were about to pursue in your report; you then state the various steps you were taking or recommended to the Directors; and you conclude by saying, in your extract, May 24, 1849: "Upon the whole, I am convinced that the Company must not expect a moderately producing colliery to be found at Labuan under an expense, including my own and my brother's passage money, cost of stores, &c., &c., of less than 3,000*l*.; and I make this estimate exclusive of an engine and European attendance, which I will avoid at present if possible." Now, that estimate had reference, I conclude, to the present working, and that working was continued for the three years under discussion?—I have already stated that it did not allude to the then present working, which was mere patch-working, and which, leading to no permanent result, should have its expense charged fairly only upon the quantity of coal actually obtained from it from time to time.

49. Does not your report show that it had a reference to the present working, and had a reference to the plan therein laid down?—It had a reference to the plan I wished to follow.

50. You state very distinctly in the estimate, your own and your brother's passage-money, cost of stores, &c., &c., to be included in the 3,000*l*. Then you mention other expenses which you would avoid at present. Now how does that refer to any future plan?—I have laid down, in my report, a certain plan of working, and I afterwards say that the Company must not expect a colliery for less than 3,000*l*. Nobody understanding anything about the matter would, for a moment, suppose that I should call a patch-work a colliery, and speak of a preliminary outlay so large as even 3,000*l*. for that purpose; because, as I have just stated in such workings each quantity of coal procured must bear its own burden, because the work performed in removing the surface has no further results than the procuring of the coal immediately below it; it is therefore evident that the sum mentioned has reference to the plan of working laid down before.

51. You say then that 3,000*l*. was to establish permanent works?—Permanent works of the cheaper description.

52. According to your statement a moderately producing colliery, with permanent works of a cheap description, would cost 3,000*l*.?—That was my calculation at the time, of the cost of opening the colliery, in the way laid down in that report.

53. You say that was your calculation. Now after the Labuan colliery had been at work for three years how much did it cost, exclusive of all expenses in England?—I cannot tell now, as I have no documents.

54. Did not the charges at Labuan, up till July 1852, amount to 23,000*l*.?—I cannot say; I have no documents.

55. It is so stated by Mr. Lindsay, in the Appendix to the fourth Annual Report. Is that correct?—Having no documents I cannot speak positively,

but I believe it includes many other items not actually expended in Labuan; I have no doubt there is included in that sum the expenses of tools and stores purchased for and sent to Labuan, from England and Singapore. I think it probable that it does include these items, as also the passage-money of sending colliers. All I mean to say is, that it did not pass through my hands in the way of wages, &c., outlay in Labuan. But it must be recollected that this sum was not expended in opening the colliery in the way I proposed, because, in that case, we should not for some time have procured a sufficient supply of coal for the Government demand; a portion of it only can be placed to the account of the permanent colliery, and the price of the coal so procured must be set against the remainder.

56. Mr. Lindsay says that 23,000*l.* had been actually expended on preparatory work connected with the Company's works on the Island of Labuan. Is the Commission to understand that that sum represents the sum expended for all the requirements connected with the colliery in Labuan?—In saying what that did or did not include, the Commissioners will understand that I speak from conjecture; that I never had any knowledge of the accounts in London, and as I have now no means of referring to the Labuan accounts either, it is quite impossible for me to answer these questions correctly and distinctly.

57. When Mr. Lindsay said that there was a sum of 23,000*l.* actually expended on preparatory works connected with the Company's property in Labuan, is the Commission to understand that that 23,000*l.* represents the sum expended for all the requirements of the colliery at Labuan?—In saying what that did or did not include, the Commissioners will understand I speak from conjecture, and never had any knowledge of the accounts of the Company in London, and as I have now no means of referring to the Labuan accounts, it is perfectly impossible for me to say or to give a direct answer to this question.

58. So, instead of having a moderately producing colliery, at a cost of 23,000*l.*, the Company, according to Mr. Lindsay's statement, had actually expended in and for Labuan the sum of 23,000*l.*, and the colliery was not moderately producing; was it not so?—Depending upon the correctness of that statement, whatever it may be, that money was expended upon the Company's property, but not in opening the Company's colliery; in selling coal for the present, not in mining it for the future—that is to say, the greater proportion of it.

59. Can you tell the Commission the amount expended or said to be expended up till June 1851?—No, I cannot.

60. In 1851 Mr. Coulson arrived in Labuan, did he not?—Yes.

61. He was sent out by the Directors, to report upon the condition of the works?—He was sent out to be my subordinate, and I believe he had orders to make a report, through me, on the state of the works.

62. Did he make that report he was instructed to make?—Yes, I think he did.

63. Were they not to the effect that the works were on a wrong principle, and in a wretched condition?—Mr. Coulson's report was very unfavourable, but it was impossible he could make a report upon the principle of the permanent works, because they had only been commenced a few months, when I received at the same time advice of his coming, and permission to spend more money, in other words, that I might spend as much as I pleased.

64. Is not the subject of these statements in Mr. Coulson's letter to Mr. Brown contained in the Parliamentary Papers?—Yes, I believe so.

65. He writes that there were no iota of permanent works: no roads, no railways, no pits sunk, and no borings made. Was not this so?—I am not quite sure of it. I believe that there was a piece of road made; at all events there was such a road made as was required for the patchwork, and I think there was a piece of railroad finished on the beach, at all events the wood and iron work was prepared for it. Pits we never required up till that time, and I had previously bored a hole in a place where I had required it, with boring-tools borrowed from the Government.

66. About that time you say you were amply supplied with money?—Yes.

67. In 1853 Mr. Barber, the local Managing Director, arrived in Labuan, did he not?—Yes.

68. Was he skilful and experienced in coal works?—I was led to believe that he was, and I knew that he was a good surveyor, but he afterwards told me that he had never had the management of a colliery, and should look to me for the practical detail.

69. Did he not report the works to be in a miserable condition?—Afterwards I learned that he did; but he said to me, when he first arrived, "I was led to believe that you had done nothing for your money, but I find you really have;" at the same time I told him that there was not work for us both there, and asked him to tell me in time if he meant to recommend my removal; he replied, that he would do no such thing, he could not spare me; it was only three months after that I found he had really done so, at that very time, and with this recommendation the Directors refused to comply.

70. Did he not tell you that the Company would have been a gainer by you, had they paid you your salary and let you do nothing for it?—Yes, afterwards, when he was in a state of ungovernable passion.

71. Will not Mr. Barber's report show your abilities as a trustworthy and able Superintendent for coal works?—I have not seen Mr. Barber's reports, but I only know the value the Company puts upon them, from the fact that after receiving these reports, they made me a present of a year's salary, and invested ten shares in the Company as a gift to my children; and that they again confirmed that gift, after my refusal to accept it, until they had again heard from Mr. Barber.

72. Did this gift of the year's salary and the ten shares in the Company appear in the Company's accounts?—I don't know.

73. Who intimated this gift to you?—I believe Mr. Lindsay, the Chairman.

74. Can you produce the letter?—I am not sure that I can produce the first letter I received, because it may have been addressed to me as a servant of the Company, but the second one, confirming it, I can.

75. This gift will appear in the account of the Company, will it not?—It must appear, I presume.

76. Both Mr. Barber and Mr. Coulson reported unfavourably of your mode of working the collieries, did they not?—They did, but Mr. Coulson reported upon what did not then exist, as there were no colliery workings, properly speaking, while he remained there, and he did not remain there very long.

77. It appears by the balance-sheet of the Eastern Archipelago Company, published in the "Straits Times" of the 12th September, that you owe 161*l.* 5*s.* 7*d.* to the Company?—Yes, it appears so, but there is also a yet not quite settled item to my credit of 600 dollars.

78. You say that the Company made you a present of a year's salary, which does not appear on the balance-sheet, and they say that you owe them a balance of 161*l.* 5*s.* 7*d.*, which does appear; is this correct?—So it appears: the debit is right, the debt still remains unsettled; the Commission Agents, Messrs. McDonald and Co. can confirm the statement that there is a credit in question.

79. Is it not a very unusual thing to debit a person with an outstanding credit in an account in his favour?—I cannot say.

80. But the present of the year's salary does not appear in the account?—It appears so.

81. I ask you, Mr. Motley, to translate into English from Malay* Tuan James Motley?—I translate it Mr. James Motley.

82. How did you translate it as you sent it home for the Parliament?—Mr. Motley the greater.

83. Now, having translated Tuan James Motley, Mr. Motley the greater and Mr. James Motley, I ask you to translate Tuan Besar Sir James Brooke, Rajah Sarawak?—It means the Great Gentleman, or Sir—Sir James Brooke, Rajah of Sarawak.

84. Now it appears that you have translated the same expression as Sir James Brooke the greater, who is called the Rajah of Sarawak. Now

* With reference to Malay document, a translation of which appears in page 94, marked No. 4.

will you explain this to the Commissioners.—I don't know that it requires any great explanation ; it is only your title, your name by which you are known.

By Mr. Devereux.

85. For what purpose did you make the translation ?—For the purpose of transmitting to the Company, to show them the agreement I made with the Sultan.

86. You consider yourself authorized to insert words in a translation handed into the Company, and by them handed into Parliament ?—With regard to the word "greater" to my name, the probability is that it arose this way. Although I can read Malay, I can do so only very slowly, and I have been in the habit frequently, when making a translation, of employing a person to read it for me while I write it down in English character. Now, if I employed one of my own people, as there is no doubt I did, he knowing that I was always known at Tanjong Kubung by that name, would not fail to give it me even in reading a document, and I may have written it from his dictation. With regard to Sir James Brooke's name, it certainly appears to me to carry on the face of it merely a description, and I most certainly meant it for nothing else.

87. So by a most unfortunate inadvertence, Mr. Motley's title and Sir James Brooke's are brought to a level, and appear to be precisely the same ; and by another unfortunate inadvertence two words are inserted into the document to support a charge against my title to Sarawak. Do you not consider it a most unfortunate inadvertence ?—I look upon these three words, "who is called," as implying no more than "whose name is," and I assure the Commissioners that the insertion of the words was not intentional.

By Sir James Brooke.

88. In 1851 Mr. Henry Drummond, in the House of Commons, accused the Company's officers at Labuan of carrying on a truck system, did he not ?—Yes, he made that charge.

89. He stated that cloth had been paid in lieu of wages, against the wish of some of the labourers ?—Yes, I believe he stated that.

90. You were implicated in this accusation, and it was your interest to disprove it ?—I cannot say for myself, but my brother was, and therefore I was interested to disprove them.

91. Did you not forward to England some evidence to rebut this charge ?—I did.

92. On a reference to that evidence forwarded home by you, it appears that the mark of one native is attested by the mark of another native. Do you consider this to be trustworthy evidence ?—Yes, when the men are to found and known on the place, and these men were to be found.

93. Besides this there is the signature of John Knight, vouching for the fact that two of the statements were correctly translated to the witnesses previous to their signature. Who is John Knight ?—He was navigator of an Arab ship. The Nakah came on shore and told me that he, John Knight, was dying ; I did not know his name then. Of course I sent and fetched him ashore, and he gradually recovered ; then he was in my house some few days, and being utterly destitute, I gave him some clothes and paid his passage to Singapore by the "Bengue Trident." After that I saw him again ; he came down mate of some vessel to Labuan, and I know nothing further of his history, except that I heard him mentioned by some of the officers of Her Majesty's ship "Royalist," as being a runaway midshipman. His accidentally being in my house at the time these documents were written is the reason he was asked to witness them.

94. Now, having given a statement of Mr. John Knight, it appears that while he was living in your house and attested to these signatures, he was dependent on our charity ?—Yes, he was so, certainly ; and if I had not taken him in, he most certainly would have died ; and at that time I knew nothing of his history.

95. By signature, John Knight meant mark, I suppose ?—I suppose he did ; it was evidently so meant.

96. Then the Commission is to understand that the statement said to be made by the witnesses were first written out in English, and then translated into Malay; then that the mark of one native was affixed to clench the mark of the first?—No; it was not so. The witnesses made their own statements in Malay, I think, in most cases; my brother wrote them down in English; I was very unwell at the time; then my servant Abdullah, who wrote and read English very well, translated them into Malay.

97. Besides, there is a long string of marks, without any other mark to stand security for them. How do you account for this?—At the same time it appears a strange omission; but I know very little of this matter, as I was at the time very unwell, and in bed most of the time.

98. Should not yourself and your brother, and all the other servants of the Company see, as parties interested, that all these signature were attested before a justice of the peace before sending them home?—You will see in Nos. 3 and 4 and 7 of these statements, both of which were made voluntarily, without being asked for, that servants of the Government were said to have been the persons who had endeavoured to get evidence to the contrary effect; and in No. 9, there is a direct statement made that the police magistrate himself had made a similar attempt; and in the face of that I did not choose to carry the matter before him.

99. Do you mean to say that there was not a justice of the peace in Labuan who would take an affidavit, fairly given before him, if you were present?—I am far from saying so.

100. Should not the affidavit then have been taken before a justice of the peace?—I already knew that evidence on this point was being collected secretly, and I did not choose to make known to those parties all that I was doing.

101. Then you do say that there was not a justice of the peace in Labuan whom you trusted to make that affidavit before?—I do not say so; but did not wish them to know too soon the steps that I was taking.

102. Are you aware that the depositions forwarded from Labuan, and taken before the Lieutenant-Governor of Labuan, on the same subject, were obtained by his direction?—I was not aware of it at the time; and I should have supposed, had that been the case, I would have had an opportunity afforded me of answering such charges.

103. You will observe that two of these depositions were made upon oath and attested by a justice of the peace, and that the other statements were truly translated into English from the Malay testimony, and confirmed by the signature of the secretary to the Governor. Are not those depositions then more regular and more to be relied upon than the evidence furnished by you?—That they are more regular, it is true; but whether they are more to be relied upon is a mere matter of opinion.

104. Then you consider that it is a mere matter of opinion, whether an oath or an affidavit, taken before a competent authority, may not be balanced against a statement said to be made by one native, and attested by the mark of another native?—I still continue to think it is a matter of opinion, especially as the statements were confirmed by the investigation afterwards made by Mr, O'Riley.

105. Does Mr. O'Riley's investigation confirm the statements of these natives?—Yes, it appears to me to do so.

106. Are the very names of those natives mentioned?—No, he does not mention the names of the natives; he says generally in his letters to the Company's agents, that not a single case of trucking could be proved.

107. Proved, by whom?—By Mr. Coulson, before Mr. O'Riley.

108.—Then, because Mr. Coulson could not prove the statements made by him, Mr. O'Riley confirms those statements which were forwarded by you?—The result of Mr. O'Riley's investigation tended to establish the facts which those statements were intended to prove.

109. Was not Mr. O'Riley a clerk of the agent to the Eastern Archpelago Company at that time?—I think not at that time. He was sent up by the agent of the Company, and afterwards became a clerk. He was sent up by the agent of the Company with instruction to dismiss

me, if he found the charges against me proved; and afterwards, during the absence of Mr. Duff, he was managing for the agent here.

110. Then, the sworn deposition of J. W. Peters, it appears, had a good character for you; under what circumstances did he leave the Company's employ?—I think it was on my refusal of giving him rice from the Company's store, as I told him I had a small stock, and I must keep it for the seedy's [sic] he became sulky, and said he would rather leave.

111. And you testify to his vigilance and steady atttention to his duties during the time he was in the employ of the Company, and that it was at his own desire he left?—Yes; he did.

112. And it was afterwards found out, on his taking the oath which he did, that he entertained vindictive feelings towards your brother and yourself?—The statement which was made to me was made voluntarily, and to my great surprise.

113. What weight is to be attached to the evidence of Solomon, witnessed by you, to invalidate the oath of Peters, sworn before a justice of the peace?—It is not a question for me; it is a question for the Commissioners.

114, You have brought a charge against Lieutenant-Governor Scott and Mr. Low, to the effect that they obtained Peters' evidence by dishonest means; are you prepared to support that fact?—That was a thing commonly talked about in Labuan at the time.

115. Are you prepared to support that charge?—I have no means of supporting it now; the men in question complained about it at the time; and he talked about it publicly in Labuan.

116. Were you not bound, when you made the charge, to support it?—I recollect hearing of this circumstance for the first time whilst I was absolutely writing this letter of October 9, 1851. My brother had heard of it in Labuan. I acknowledge that I ought to have had it investigated afterwards.

117. And after making this charge, which you cannot support, you appeal, do you not, to the Directors against falsehood?—Yes, there was a great deal of falsehood circulated with regard to me. I was kept utterly in the dark with respect to all that was going on; and I could only, in self-defence, collect all the information which I could possibly procure; and I do conceive that it was the duty of the Directors of the Company to protect me, and to make all the investigations they could; and I have no doubt that these Commissioners will do the same.

118. Protect you from whom, and against what?—Against the charges brought by Mr. Drummond at that time against the servants of the Company, involving me as the principal one.

119. As Mr. Drummond brought a charge against the servants of the Company, you brought a charge against the Lieutenant-Governor?—I knew quite well the quarter from which all the evidence would come, and I wished its nature to be inquired into as far as possible.

120. And from what quarter was this evidence to come against you?—I knew that it would come from Labuan; and I also felt certain that Mr. Low was the principal collector of it; and that anything to my disadvantage would be very carefully recorded by him; and there is a letter from Dr. Donaldson, in page 54, proving Mr. Low's feeling towards me—a feeling perfectly well known to everybody in Labuan.

121. So because Mr. Low, according to the opinion of Dr. Donaldson, entertained vindictive feelings towards you, you thought yourself justified in bringing a charge which you have never attempted to support against him and the Lieutenant-Governor?—In the first place, I see no charge against the Lieutenant-Governor; I was not aware that I made any. I believe the thing to be entirely Mr. Low's doing and imagining, from the circumstance that it was a mere ebullition of spite on his part. I wish to have the nature of the evidence, as far as possible, inquired into.

122. Do you consider such a proceeding justifiable?—Yes, I consider anything justifiable, because I was kept entirely in the dark as to what was going on.

(Court adjourns at 5 o'clock.)

By Sir James Brooke.

123. Because you thought Mr. Low entertained vindictive feelings against you, you say you thought it proper to use any means against him?—I did not say that I was justified in using any means against Mr. Low, or against any party at all. It was a question regarding the procuring of evidence, and I considered it justifiable to record any evidence I could procure, either perfect or imperfect.

124. Having heard your last two answers of yesterday, do you mean to maintain what you have now said?—I still say that that was alluding to the question of evidence, and that I do not there say anything that would leave the impression that I was going to take unjustifiable measures against Mr. Low.

125. And do you mean to mention before the Commissioners that this is not a contradiction?—I do not consider it a contradiction.

126. In reference to the conflicting evidence regarding the truck system, you said that the weight to be attached to them was a mere matter of opinion. Is not the relative weight of conflicting testimony always to be decided by the established canons of judicial procedure?—That is a question for a judge, and not for a witness.

127. I ask you to state whether you did or did not deduct a portion of the wages due to the workmen at Tangong Kubong for the cloth which they had received from Francis Motley?—I did not deduct it, except on one particular occasion, when I had not sufficient dollars to pay them their wages, and it was then done at their own request, rather than wait a few days longer for their pay.

128. Did you deduct, on that one occasion, the dollars from their pay, as not being due to them?—Certainly not; it was merely to enable them to receive their pay at the time; had they received the difference, they would immediately have paid it over to my brother for goods received from him, instead of which I paid it to him in one sum some time afterwards.

129. You knew your brother dealt in cloth?—Yes.

130. Did not Powell see you making the payment to the servants while he was in the employ of the Company?—Yes, he must have seen me frequently.

131. Were there not other contracts made by you or your brother on account of the Company, which were paid in cloth?—Yes, on three occasions, I believe, and on two of which I bought the cloth for the express purpose of paying those amounts; because the parties stipulated that they should be so paid. On the third occasion there was a dispute about the delivery of the goods, which was brought into the Court at Labuan before Sir James Brooke; and on its being decided in the favour of the plaintiff, the Court offered him the choice of being paid in dollars or cloth, and he chose the latter.

132. State by whom these three contracts were made on account of the Company, and for what articles.—The first two were either for rice or paddy, and were probably made by himself; the third was for some buffaloes, and was made by my brother.

133. Were they made on account of the Company?—Yes.

134. Now in dealing in cloth instead of money, was there a profit made?—No; the price was arranged at so many pieces of cloth, and that cloth I procured from the Chinese at Labuan, except in one case; I got ten pieces from my brother when there was a mistake in the quantity sent up from Labuan.

135. Was the contract for buffaloes paid in cloth?—Yes, it was paid in cloth at the man's own request; he was asked in Court what way would he receive the amount, and he chose the cloth.

136. You have stated that there was a contract for paddy, probably made by yourself; was that paid in money or cloth?—I have stated that there were two contracts, both paid in cloth.

137. Was the contract or agreement made in cloth?—I don't know; but I think it is very probable, as the people frequently asked for cloth in payment for paddy.

138. Was not a contract for paddy handed into the Court at Labuan? —I don't know; I was a witness only in that case, and was only in Court when my evidence was being taken.

139. If this contract was made in money, and paid in cloth, would there not be a profit realized?—No, because I bought it at the current rates, and paid it at the current rates.

140. Then you paid the exact equivalent in cloth for the money which was secured by contract?—Yes, and it would not have been done except at the request of the seller, because it gave me more trouble.

141. You took the trouble then, as I understand, to send from the mines to the town to buy cloth with which to pay your money contracts? —I did so to keep the people in good humour, because at that time it was difficult very often to get supplies of paddy at all.

142. Then, in your accounts you charge the Company money for which you paid to the contractor the full value in cloth?—Yes; and each time the Company at home was advised of that.

143. And of course in the accounts will appear on the same day, or within a day or two, the purchase of cloth to the exact amount of the money charged in the account?—It will not so appear: if so, what need of specially advising it; it was merely obliging the people by buying the cloth from them.

144. Then these purchases of cloth which you made, were not charged in the accounts of the Company?—They were entered as cash payments, which, as far as I was concerned, they were.

145. And was not every purchase you made on account of the Company entered in the books?—I repeat that that was to all intents and purposes, as far as I was concerned, a cash payment; I merely obliged the people by buying the cloth for them.

146. Can you state the names of the shopkeepers from whom you bought that cloth?—No, I cannot with certainty; but in one instance at least the shopkeeper's receipt for the money was purposely written upon the same paper as the Malay trader's receipt for payment of his goods.

147. Of course the receipts of the shopkeeper will be found?—I believe they will. I left at Labuan all the receipts accumulated during my stay there.

147½. Here is a receipt,* 177 dollars for 5,015 gantangs of paddy, at the rate of 28⅓ dollars per gantang; was not the payment made in cloth for this month?—I cannot swear that this particular bill was or was not paid in cloth, or whether it is one of the two I spoke of.

(Hands copy of the judgment.†)

If it should appear by the records of the trial that the payment of the contract for which this is the receipt, had been paid in cloth, the shopkeeper's receipt for the price of the cloth will be found at Labuan, will it not, in the Company's vouchers?—I presume it will.

148. You wrote to the Directors in October 1851, that you could fearlessly assert that the summons from the Court of Labuan served on Francis Motley, had been expressly framed as material for the charge afterwards preferred in the House of Commons?—Because I considered that it appeared so on the face of all the proceedings.

149. And is that all the proof you have for this assertion?—That, taken in connection with what the plaintiff, Sabanda, a Malay, himself told me before the trial came on, when he told me that he was very sorry to do this, but that Sir James Brooke had told him to bring the action; and though I was not in the Court at the time, there were many who heard him repeat the same assertion before Sir James Brooke, in answer to a question put by my brother as to who told him to bring the action.

150. You give an account of the transaction written some little time after the trial and you mention nothing of this man having told you anything himself?—That is a very short account of the matter that I give in my letter dated 9th October, 1851, and having stated there that the man said so in Court before several witnesses, it appears to me quite sufficient.

* Marked No. 1. † Marked No. 3.

151. You have stated then a short account of what you heard, and left out the account of what you knew yourself?—That is a mere sketch of the thing, and does not profess to be a full account of the matter.

152. You write further, in the same letter, that the arrangements made by your brother with Sabanda, were originally for twenty buffaloes; did you mean that the contract was for twenty buffaloes?—Yes, I presume so; but I cannot state precisely the terms of the contract, but the contract must be forthcoming in the records of the Court at Labuan.

153. You say also that the number of cattle was carefully omitted from the summons; for what object do you suppose this omission was made?—That omission bettered the plaintiff's case, because he had contracted for twenty buffaloes, which he had at first; and previous to bringing this action, after my refusal to receive them, he had sold some, and had not twenty to deliver.

154. Then you mean to say, that on the face of the contract for twenty buffaloes, only ten buffaloes were sued for in Court?—There were no buffaloes sued for at all: the suit was for money; he then only had ten to deliver.

Mr. Prinsep.

155. Were there any delivered at that time before his action was brought?—He had delivered none to me; he had at first the full quantity to be delivered, twenty buffaloes, but he sold ten of them to other parties previous to bringing the action, and after my refusal to receive.

By Sir James Brooke.

156. You mean then to say that the contract was for twenty buffaloes, and that the number of buffaloes was expressly omitted on the summons, because the price sued for was the amount for only ten buffaloes?—It so appeared to me, because to sue for ten on the strength of a contract for twenty appears an absurdity, because the man had already deprived himself of the power of fulfilling his contract.

157. You had stated, I believe, that the contract was for twenty buffaloes?—Yes; I believe that the contract was for twenty buffaloes.

158. And because the contract was for twenty buffaloes, the Court expressly excluded the number from the summons with the view to favour the plaintiff's case?—It is, at all events, a very remarkable omission, and one of those curious coincidences Sir James spoke of yesterday in alluding to the Malay document.

159. Before bringing this charge you must have been quite sure of the number of buffaloes this contract was made for?—Certainly; all the matter passed under my own knowledge, though I did not draw up the arrangement myself; it was my brother made the contract, and, in consequence, the suit was brought against him.

160. You are quite sure the contract was for twenty buffaloes?—I am quite sure that the memorandum of the contract remaining in my hand was for twenty buffaloes.

Read it. (Handed by Sir James Brooke*.)—I am still certain that the memorandum which remained in my hands was for twenty buffaloes. I must still say, that if my brother had been careless in copying that agreement that it is twenty buffaloes that the contract was for, and that Sabanda was aware of that when he came down. I apologize to Sir James Brooke for having made this statement that the lesser number of cattle was purposely omitted from the summons, as it appears that the copy of the contract before him and that before me differed.

161. You grant then that your charge in the letter then is unfounded?—I do not say that it was unfounded, but founded upon wrong data.

162. You state that I took away the original judicial proceedings of this trial?—I say that I incidentally heard that.

163. What do you mean?—Merely that I heard that part of the records of the Court did not remain at Labuan.

164. You suppose that I took away these proceedings which I took

* Marked No. 2,

down myself?—I merely stated it as a report which I had heard. I did not give it on any authority.

165. You say too that I had some reason to believe that your evidence on that occasion was not correctly taken down; who was it that took it down?—You, Sir James Brooke, took it down, and read it over to me.

166. You say that you corrected the judge when he was reading over your evidence, and you watched narrowly whether he made any alteration, which was not done. Are you aware that the evidence of the Court of Labuan is taken down *vivâ voce*, and that no record is kept by the judge?—On that occasion the judge repeated my evidence to me from some paper, and I said at one point in the evidence, "No, I did not say so; I said otherwise." The difference was this: the judge stated from his note, that I overheard part of a certain conversation; I corrected him by saying that I was within hearing of the whole of that conversation.

167. Are you not aware that the judges there take notes for their private use, and that he sums up from those notes?—When I was a justice of the peace at Labuan, I sat as a judge in that Court, and I have always seen the presiding judge take down the whole of the evidence, I was never in the position as presiding judge, and am not in the position to say whether these documents were or were not preserved.

168. And so you conclude that your evidence was not correctly taken down because a remark of yours during the judge's summing up, was not entered in the judge's private notes?—It was not a mere remark, but a matter of fact which affected the issue of the trial.

Mr. Devereux.

169. It appears that three judges gave a decision on the case after the summing up and consulted, and that you corrected the note from which the summing up was made; how would the original note stating part of the conversation affect the decision?—The question upon which my evidence bore weight was the exact purport of this conversation between my brother and the plaintiff, when they were making the contract with reference to the condition upon which I would receive the cattle, and if I had only imperfectly heard that conversation, my evidence to its purport was valueless.

170. Having heard what you said relative to your evidence, and the three judges having considered it before giving their decision, was it necessary to make a correction on the judge's notes?—I believe that the judge's notes were preserved and kept on record, and therefore I naturally wished that my evidence should be correctly recorded in them.

171. Then you do not mean to say that the judge's notes not being corrected affected the judge's decision?—So far being an interested party in the trial and could judge, I believe that that alteration would make a difference, and I supposed that the decision of the judges would be formed upon what they had absolutely written down.

172. You have brought a great many charges in that letter; you have never supported them: are you prepared to substantiate any of them now?—This is now nearly three years ago; I am no longer on the spot, I have no longer the command of documents, and I cannot afford the time to follow up inquiries; but I believe that had I been empowered and allowed to do so at the time, and with the means then within reach, that many, at least, of these charges would have been supported.

Mr. Prinsep.

173. How was it in your evidence in that case you did not state there were twenty head of cattle?—My brother had no legal adviser, and the ground upon which the breach of the contract was asserted, was the delay in the delivery.

By Sir James Brooke.

174. Are you the author of the statement purporting to proceed from the Sultan of Borneo, dated 5th August, 1851?—Mr. Burns and I composed it together from notes which we took in the Sultan's presence.

175. Are you aware the Pangeran Moumien, the present Sultan, has since succeeded to the throne, and Pangeran Makotah, whom you say heard the Sultan's statement made, positively denies the facts of the Sultan ever having made the statement?—I was not before aware that they had done so, and in so doing they do not speak the truth. I was at Brunć, living at that time in the house of a Chinaman there. One evening the Sultan sent for me and told me that he that he wished me to write a letter for him about Sir James Brooke; I refused to do so, and said I would have nothing to do with it. That was some two or three days before the date of this (August 5, 1851); the next day or the day after, I am not sure whether one or two days intervened, he again sent for Mr. Burns and myself without saying for what purpose he wanted us. He then brought out a Malay translation of his Treaty with Great Britain, which I know Mr. Burns procured for him, but I do not know from whence; I believe he had before only the English original. He then put into my hands the original Treaty in English, and he made his Secretary read the Malay copy, and requested me to tell him whether I considered the translation correct. I told him that I believed it was so. He then asked me if there was anything in it about the cession of Sarawak to Sir James Brooke. I told him no. And he said the reason he asked that question, because he did not wish to mix up the affairs of Sir James Brooke with those of the Queen. He then asked me again to write a letter to the Queen. I told him it was not my business, and if he wished to write a letter he must do it himself. He then said, Listen to what I say, and remember it, for I shall ask you about it some time again. He then made this statement. Recorded which as he made it, occupied a considerable time, and at his request Mr. Burns and I took notes of it upon paper and with pencils supplied by him the Sultan. Afterwards he again requested both Mr. Burns and myself to send the statement home to England, and I again objected upon the grounds that eventually it would give me a great deal of trouble, and told him again that if he wished to write he must do so himself. The next morning, or during that night, we, Mr. Burns and myself, went down the river to his schooner, which was lying anchored at the mouth of the river, and we then compared the separate notes we had made, and wrote out this statement. After a day or two, I am not certain as to the time when he returned to Labuan, and before Mr. Burns sailed from Labuan, we both signed the paper, because, as he said, it might some time be evidence. There were duplicate copies, and finding that he had inclosed and sent off his copy to Singapore, I believe to Mr. Napier, he inclosed it and left the letter in my hands to be forwarded, and I then determined on sending off my copy also to England to the Directors—I am not sure to whom it was particularly addressed; but I merely say that I did not wish to send it home at that time, had I known not that another copy, being Mr. Burns', would have appeared publicly, bringing so serious a charge, I knew that some time or other it would be the cause of a great deal of trouble to me, and also because the Sultan himself said that he would write to the same purport to the Queen. This is a statement to the best of my knowledge of all that took place three years ago.

By Sir James Brooke.

Refers to page 815, respecting piracy, and states: It is a curious confirmation to the witness' statement, in so far that the Sultan mentions both Mr. Napier and Mr. Wise, to whom in all probability these statements were forwarded. In the writing of my letter of date [none] to the Sultan of Borneo I mentioned no names.

[Court adjourns at half-past 3.]

(Signed) JAMES MOTLEY,
Civil Engineer, and late Superintendent of the Eastern Archipelago Company at Labuan.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

(No. 1.) *Labuan, August* 20, 1850.

Received of Mr. Francis Motley the sum of one hundred and seventy-seven dollars, in payment for 5,015 gantans of paddy, at the rate of $28\frac{1}{3}$ gantans per dollar.

(Signed in Malay character.)

A true copy.

(Signed) J. BROOKE,
Presiding Judge.

A true copy from the copy in the Records of the General Court.

(Signed) A. K. COCHRAN,
Registrar, General Court.

(No. 2.) To the General Court of Labuan.

The petition of Sebundur, of Mambukut, humbly showeth,

That Francis Motley, of Tanjong Kubong, did, on the 30th day of August, 1850, make an agreement with your petitioner to bring ten buffaloes to the point of Kalias river, for which he was to pay your petitioner after the rate of four pieces of balachoo each, and that the said ten buffaloes are now at the place agreed on, and that the said Francis Motley now refuses to act up to the said agreement.

Your petitioner humbly prays that the Court will order payment to be made to him of the aforesaid balachoo, or the sum of Spanish dollars ninety, and do justice herein.

Labuan, January 2, 1851.

(Signed in Malay character.)

A true copy.

(Signed) A. K. COCHRAN,
Registrar, General Court.

Eastern Archipelago Company,
Labuan, August 20, 1850.

It is hereby agreed that Sebundur Orang Raya, of Membokhoot, shall bring ten buffaloes to the point off Kalias river for the Eastern Archipelago Company, for which he is to receive the sum of four blatchus each.

(Signed) FRANCIS MOTLEY.

A true copy from the original, filed in the General Court.

(Signed) A. K. COCHRAN,
Registrar, General Court.

(No. 3.)

Memorandum of the Judgment in the Case of Sebundoot v. *Francis Motley.*

Judgment for plaintiff with costs. Ten buffaloes to be delivered at the point of Kalias river, to be buffaloes of an average value of eight dollars, and in proportions of two males to one female.

Extracted from the minutes of the General Court of Labuan.

(Signed) A. K. COCHRAN,
Registrar.

(No. 4.)

The era of the prophet, on whom be the blessing and peace of God, the year one thousand two hundred and eight. Whereas His Majesty the Sultan Omar Ali Sifudin, son of the deceased (Sultan), together with Pangeran Anak Mumein and Pangeran Muda Mahomed, who are holding the Government within the country of Brunć, we explain (that) Mr. James Motley has inquired about the coal agreement, because his kunsi hold it, having obtained it from the Tuan Besar Sir James Brooke, Rajah of Sarawak; whereas now he tells us he wants to open the business of the coal, if we will permit; whereas now ( ) how can we alter this affair (which) has been put into the agreement; whosoever has obtained that agreement (and) he wishes to open, we can permit; moreover, we obtain at the commencement of the working, we obtain two thousand dollars a year; then we obtain one thousand dollars within each year (and) in every year; moreover, we obtain in the vessels or prahus that load coal in one ton one dollar, thus (it is); and moreover, we make an agreement with Mr. James Motley, if he wants to open the coal within the country of Brunć, with regard to our coolies, Brunć men, if they wish to enter to work and receive wages, if their masters ask those slaves to be dismissed, he will dismiss (them), and their wages can be arranged (and he) can seek other coolies; these are the circumstances of our men within the country of Brunć, because it is our custom in this country to use slaves. With regard to coolies of other races who come from without, whatever (may be) his pleasure we do not care. Thus is our memorandum with Mr. James Motley.

Written on the eleventh day of the month Maharram, on Tuesday at ten o'clock.

(No. 4.)

C. F. Bondriot, of Java. (Appeared at his own desire.)

On being sworn states:

My place of residence is Java. I am in the Civil Service of the Dutch Government for twenty years, and have been resident on the coast of Borneo four and a-half years at Pontianak, and am now passing through here on furlough to Europe. I have been at Sambas on commission in 1841. I have, from 1841 to 1846, been about Borneo.

I am acquainted with the character of the people on the west coast of Borneo. I know of the tribes Serebas and Sakarran Dyaks, officially. I have always known them as pirates, killing and murdering, burning houses, all along the coast.

I believe, in the months of November and October, they came down all along the coast in large boats, armed, and with about eighty or ninety men, attacking every one, fishermen; killing the men and carrying off women and children, whom they make slaves. They may have friends along shore, but they keep to the coast, landing when opportunity offered. Their pilots are Malays, who always show the way; the spoil is the property of the pilots, the women and children and skulls are the property of the Dyaks. I know one instance where they killed about 400, and if I had my notes I could tell of other cases, where they carried away the heads; this happened in the Dutch possession. All the natives on the west coast are all aware of these tribes, and fear them; they are different from the other native pirates, who go all round the island. They do not kill you at once, should you wish to surrender, but in the end you are sure to be beheaded. Even children have heard about these pirates, and express great fear for them when their name is heard. Had I had opportunity I should have killed even more than Sir James Brooke did. They sometimes use guns, but principally use bamboos, covered with iron at the point. They may not be generally known as pirates, for they generally confine themselves to the coast, but every one in that part knows

them as such, and of a very particular description. They once intended an attack on Sambas, but the place was too well protected. I have been there, but I lived at Pontianak.

I consider these tribes as particular pirates, for they pirate upon land also, taking away women and children.

By Sir James Brooke.

1. Have the Serebas people ravaged the Dutch Settlement?—They have.

2. Are the atrocities perpetrated by the tribes recorded in the Dutch Residency of Sambas and Pontianak?—Yes, perhaps one hundred times.

3. Do they kill indiscriminately what they see both on land and at sea?—Yes, every one, and on shore also; they are no seamen, but that particular tribe always use Malays as pilots.

4. Do they kill Chinamen, and Malays, and Europeans?—Yes, every one; but they fear Europeans, for they know that wherever they are met they are sure to be punished; and they never allow quarter to any one but women and children.

5. It was on one excursion that they killed 400 people, not on one particular spot. I know the Rivers Sungie Dormie and Sinkâwang, and do not know of them ever being attacked; they never come near Pontianak.

6. If the residents of Sambas and Pontianak were brought before the Commission, would they be able to tell much about these pirates?—Yes, many instances; and as every one in Borneo knows them, I am surprised any one could question their existence. They have particular times for going these excursions, which are regulated by the moon, sun, &c. There is on record of a Dutch schooner of war who pursued them; this the Commission may rely upon. They are particular pirates in that locality, and kill on shore as well as at sea, and are to be dreaded.

(Signed) C. F. BONDRIOT,
Late Resident of Japara, on the Island of Java.

Court House, Singapore, September 19, 1854.

(Signed) H. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 5.)

Court House, Singapore, September 22, 1854.

George Tod Wright, First Officer on board the Honourable Company's steamer "Hooghly." (Called by Sir James Brooke.)

On being sworn, states:

I am Chief Officer of the Company's steamer "Hooghly."

By Sir James Brooke.

1. Your signature appears to the memorial sent to Mr. Hume?—It does.

2. Were you aware of the contents of this memorial when you signed it?—No.

3. Will you state to the Commissioners the representation which induced you to sign it?—I was given to understand that several of Sir James Brooke's friends had signed it with a view to afford him an opportunity of relieving himself of the odium cast upon him by his accusers, and I was actuated by the same or similar motives.

4. Who was it that made these representations to you?—Mr. Woods told me that several of Sir James's friends had signed it; hearing that, I signed it.

5. Was Mr. Woods the only person who made those representations? —That I cannot swear to ; when I signed the paper at Mr. Daw's there were many others signing also, and I said, anything in favour of Sir James Brooke I would willingly sign ; at the same time I was satisfied from what I had heard that it was merely asking for an inquiry, and which I thought Sir James himself would be glad to avail himself of.

6. Did you authorise Mr. Woods, or any other person, to place this description opposite your name?—I did give him that description.

7. Do I understand that it was as a friend of mine that you signed that memorial?—Yes, it was.

8. Has Mr. Woods spoken to you this morning on the subject?—No, Sir, not one word. As far as regards these charges, I entertained too high an opinion of Sir James's honourable conduct to doubt for one moment his being guilty of the charges brought against him, and indeed of any other charge that would not stand rigid investigation. I had been upwards of two years connected with Sir James, and had many opportunities of observing his high sense of honour and benevolent character.

By Mr. Woods.

9. Did you read the memorial to Mr. Hume before signing it?—I did not.

10. You say there was a number present when you signed it. Did you hear its contents discussed?—Yes; I heard that it regarded merely an inquiry.

11. Were you aware what part or side Mr. Woods had taken in that inquiry which was the subject of the letter?—Yes.

12. Was it what you would consider favourable or unfavourable to Sir James Brooke?—Unfavourable.

13. Then do you suppose that any one that was unfavourable to Sir James would make a representation to you that this memorial was favourable to him?—No.

14. And that the memorial was then before you, and you had an opportunity of reading it, had you not?—I had an opportunity.

By Sir James Brooke.

15. You swear that it was under the representation made by Mr. Woods that you signed the memorial?—It was.

By Mr. Devereux.

16. You saw that the memorial promoted by Mr. Woods was with an unfavourable view ; did you sign it with the belief that the result would be favourable?—I did.

17. Then it was from the belief that the result would be favourable to Sir James Brooke, and not from the representations of Mr. Woods, that you signed the memorial?—The principal reason of my signing it was because I was given to understand that many of Sir James Brooke's friends had signed it; but at the same time Mr. Woods told me his friends had signed it ; he told me it was with the intention of giving Sir James an opportunity of vindicating himself.

By Mr. Woods.

18. Did not Mr. Woods tell you that every friend of Sir James Brooke ought to be glad of the opportunity for an inquiry to set the matter at rest?—Yes, he did use that expression.

19. How long have you been a mariner in these seas or the Eastern Archipelago?—Since 1843.

20. How many years have you sailed between Singapore and Borneo? —About two years and-a-half, or nearer three, between Singapore and Sarawak.

21. In what vessel did you make these voyages?—The schooner "Julia."

22. During that time, and in that schooner, how many voyages did you make?—About fifteen voyages.

23. During any of these trips did you ever see any pirates?—No.

24. Of any description whatsoever?—I used to pass a great many vessels, topes, prows, and they never attacked me.

25. Had you any reason whatever to suspect that any of these boats, topes, and prows, were pirates?—I had no reason to suspect they were pirates.

By Sir James Brooke.

26. Will you state about the time you first commanded the schooner "Julia?—It was the latter end of 1846.

27. That was after Captain Keppel's operation on the coast, was it not?—Yes, it was.

28. How was the schooner "Julia" armed, and what was her size, to the best of your recollection?—About 175 tons burthen, and heavily armed. There were six 6-pounders and a full complement of small arms.

29. Was she or was she not a lofty vessel, high out of the water for her class?—She was.

30. When you were in Sarawak, can you remember of hearing the Serebas and Sakarrans being pirates?—Yes.

By Mr. Prinsep.

31. In what way did you hear of these people being pirates?—From the talk of the people in Sarawak.

(Signed) G. T. WRIGHT,
Chief Officer, Honourable Company's steamer "Hooghly."

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 6.)

Court House, Singapore, September 22, 185

Thomas Tevendale, ship-builder. (Appeared at his own request.)

By Sir James Brooke.

1. Did you sign the memorial to Mr. Hume?—I did.

2. Were you aware of the contents of that memorial when you signed it?—No, I was not aware of the contents of it, or I would not have signed it. I was misinformed by Mr. Woods.

3. Will you state how you were misinformed by Mr. Woods?—He called one Saturday afternoon, and asked me to sign it. I told him ad not time to read it, but to call upon Monday. He said I need not be afraid to sign it, as it was merely for the suppression of piracy on the coast of Borneo, and it had been signed by all, or nearly all, the principal merchants in the place. So I said, if that was the case, then there could be no harm in signing it; so I put my name to it.

4. Would you have signed the memorial if you knew the contents of it?—Certainly not.

5. Did you afterwards discover the contents of the memorial?—Yes, on the Sunday.

6. Did you take any steps to rectify the error?—Yes, I came over to the Court House to Mr. Woods, who was Deputy Sheriff at the time, on the Monday, and asked Mr. Woods to take my name off. He said he could not take it out of the memorial, as it must go home to England along with the others.

Mr. Woods.

7. Do you now know the contents of the memorial to Mr. Hume?—I have heard the contents, but have never read it myself.

8. When did you first hear the contents of the memorial?—On the Sunday following the Saturday I had signed it.

9. From whom did you first learn the contents of that memorial?—There were several gentlemen dined with me that Sunday; Captain Bonnarman, who commanded the brig "Pantaloon," Captain Fitzmorris, Captain Welsh, and others; but Captain Bonnarman was the principal one I derived my information from.

10. Were the parties who dined with you on the Sunday the only parties you mentioned the subject to, before you went to Mr. Woods on the Monday?—I cannot swear whether I did or did not, as I have spoken to many since; but whether I spoke to any one before I went to Mr. Woods I am not certain; but the parties I before named were the principal parties I spoke to.

11. At the time, and before you signed, had there not been considerable discussion in the place about piracy on the coast of Borneo?—Yes, there had; the papers were half full of it; and I was so disgusted, I hardly ever read them.

12. And I suppose you were aware what part Mr. Hume had taken?—Yes, of course I was.

13. And would the circumstance of Mr. Hume's taking a part unfavourable to Sir James Brooke induce you to hesitate before signing a memorial to him?—The time I signed this I got no time to hesitate; no time to think even. Captain Fitzmorris and I were outside of my office-door on our way to his agent. Mr. Woods presented the memorial for me to sign, when I told him I had no time to examine it; to come back on Monday. Mr. Woods said it was for the suppression of piracy, and I said there could be no harm in that; having no time to read it over, I signed it. Mr. Woods pressed me to sign it; so far he would not let it remain over till Monday, till I read it.

14. Were you aware that the paper you signed had any relation to the discussion on piracy that was going on in the place at the time?—No more at that time than that it was for the suppression of piracy, until the Sunday, when I knew all the contents of it.

14½. And I suppose you knew what part in the discussion respecting piracy Mr. Woods took?—It was opposed to Sir James Brooke.

15. Now tax your memory, and can you say that at the time the paper was brought to you on the Saturday by Mr. Woods, whose part in the piracy discussion you knew, that nothing was said about an inquiry into the suppression of piracy on the coast of Borneo?—Nothing was said about an inquiry; there was no time given.

16. Up to the present moment, have you taken any steps to inform Mr. Hume that you had signed that paper upon a misrepresentation of its objects and contents?—No.

By Mr. Prinsep.

17. When you signed the paper, did you know that it was addressed to Mr. Hume?—No, none whatever.

By Mr. Devereux.

18. What was the date of the Saturday on which you signed the memorial?—The 1st of March, 1851; this I can swear to, having examined such documents as perfectly satisfy me.

(Signed) THOMAS TEVENDALE,
Ship-Builder.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 7.)

Court House, Singapore, September 23, 1854.

George Julius Dare, Singapore. (Called by Mr. Woods.)

On being sworn states:

By Mr. Woods.

1. Your name is George Julius Dare; and what is your business?—Yes. I am a seller of marine stores.

2. You have sailed many years on this side of the Cape of Good Hope?—Yes.

3. Can you tell us how many years you have sailed east of the Cape of Good Hope altogether?—Since 1823 till 1829, out of Calcutta to those parts eastward, to China and other places—this was the first time; and then again in 1840 till 1845 I was sailing between Singapore and China.

4. Since then you have been settled here on shore?—In 1845 I went home, and returned 1846. I have been settled here in Singapore since 1848, in the month of February.

5. You have commanded many vessels in the trade between this and China?—Yes, many vessels.

6. How many?—Three.

7. During the time that you commanded these three vessels have you ever navigated the coast of Borneo?—No, never.

8. By what passage did you proceed to China?—Principally up and down the China Sea, and twice the eastern passage.

9. Now, as master of a vessel it was your duty to make inquiry about pirates?—I did inquire.

10. Are the Eastern Seas much infested with pirates?—Yes.

11. Will you tell what pirates you ever heard of?—Malays, Illanoes, and Ballaninie, and we know them as pirates in the Eastern Seas.

12. Did you ever hear of any people on the coast of Borneo called Dyaks being pirates?—Not until Sir James Brooke's first expedition in 1849 or 1850, which the "Nemesis" was concerned in.

13. Did you ever, while you commanded a vessel, fall in with any description of pirates at all?—Yes, in Macassar Straits, I fell in with a fleet of five prows; they chased me for three hours at the southern entrance.

14. In what year was that?—I think in 1843; I cannot recollect.

15. Will you describe to the Commissioner the kind of prows that chased you?—I could not tell what country they belonged to.

16. Were they large or small?—I should think they were boats that would carry from fifty to sixty men each.

17. Had they mast and sails?—Yes.

18. Was the form more like a Malay prow or like a canoe?—Like Malays or Illanoes prows, I don't know which.

19. They did not attack you?—They only pursued me for three hours.

20. What became of them?—When they got within a mile of me they took down all their sail in a lump; they seemed to be holding a consultation with a small boat pulling from one to the other, and upon a vessel called the "Maia" closing on me with a breeze they made sail and went in another direction.

21. You remember, in 1849, if there was much discussion in Singapore about expeditions against the Serebas and Sakarran Dyaks that had been made on the coast of Borneo?—Yes.

22. Was it an expedition the "Nemesis" and "Albatross" were engaged in?—Yes.

23. Did you know the captain and the officers of the "Nemesis"?—Yes.

24. Have you ever heard the discussion among themselves as to this expedition being justifiable?—I have heard them discuss it.*

* The Commissioners objected to hear any evidence as to what the witness had heard the officers converse regarding the expedition being justifiable.

Mr. Prinsep.

25. You are one of those who signed the memorial to Mr. Hume?—Yes.

26. You are described as having sailed exclusively in the Eastern Archipelago for ten years, and you authorized that description?—No.

Mr. Devereux.

27. You have not sailed ten years in the Archipelago?—No, my voyages have always been to China.

Mr. Prinsep.

29. Were you aware, at the time you signed the memorial, that that description was given?—No, not until a week ago, when I learned it.

30. You have no personal knowledge of the character of the people on the west coast of Borneo?—No, none.

(Signed) G. J. DARE.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

(No. 8.)

Court House, Singapore, September 23, 1854.

Robert Bain, merchant of Singapore. (Called by Mr. Woods.)

On being sworn states:

By Mr. Woods.

1. You are a merchant?—I am.

2. In 1849 you were one of the several who signed an Address to Sir James Brooke, were you not?—I was.

3. And in that Address it is stated, that it is proved beyond question, that the ruthless attacks of these savage hordes are not those merely of tribe against tribe, but of a systematic combination of organized and professed pirates; can you inform the Commission whether these facts are within your own knowledge or not?—Entirely upon information that was satisfactory to myself; never having been in Borneo.

(Signed) ROBERT BAIN.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

(No. 9.)

Court House, Singapore, September 23, 1854.

Joseph Koek, trader with Borneo and Singapore. (Called by Mr. Woods).

By Mr Woods.

1. How long have you been a trader withBorneo and in these parts?—I came to Singapore in 1827.

2. Since that time you have been a trader with Borneo and other parts?—I have been at Sarawak, in 1838, on board the brig "Napoleon," a vessel of our own, belonging to the firm of Rapper and Co., of which I was a partner.

3. You have been to Sarawak?—Yes, three times during that year.

4. Had not your firm previously traded with Borneo some years before you yourself went to Sarawak?—Yes.

5. On the first occasion of your going to Sarawak, how long did you remain there?—For ten or fifteen days.

6. Did you go there for the purposes of trade?—Yes, for the purposes of trade.

7. Who was the ruler of Sarawak at that time?—Pangeran Muda Hassim.

8. He used trade also?—Yes, he was the principal trader with us.

9. Did you see any Dyaks there?—Yes, they came on board our vessel.

10. In what numbers?—About twenty or thirty.

11. Did they come on board daily?—Yes, and we employed them there as coolies to carry antimony ore.

12. Were you wrecked on that coast?—Yes, in the month of December, on the bar of the Sarawak river. The vessel was totally lost.

13. Did you and the rest of the crew go up to Kuchin?—Yes, we were taken in Muda Hassim's boat to Kuchin; there we remained.

14. How long did you remain at Sarawak on that occasion?—About three months.

15. During that time was there any war going on at Sarawak?—Yes, Muda Hassim was at war with the Sincaran people.

16. What class of people were they that were at war; were they Dyaks or Malays?—Malays.

17. Were there not Dyaks concerned in the war?—That I don't know.

18. Whilst you were there, on that or other occasion, did you ever hear of Dyak pirates?—No.

19. Did you converse much with the Malays at Sarawak, whilst you were there?—Yes, every day almost.

20. Did you hear anything about head-hunting?—Yes, I did.

21. Who were the parties you heard were head-hunting; were they the Malays of Sarawak?—No; not the Malays.

22. Who were they?—Dyaks.

23. Then you never heard of Dyak pirates while you were there?—No, never.

24. Had you heard of any pirates at all in this part of the world?—Yes, I always heard the Illanoe pirates talked about.

25. Did you ever hear of Malay pirates?—No; always the Illanoe pirates.

26. On any of your voyages did you ever see any pirates between this and Borneo?—No, never.

27. Whilst you were in Singapore, did you ever hear before 1838 of Dyak pirates?—No, never.

28. When did you first hear of Dyak pirates?—I cannot say precisely; but it was about 1845 or 1846.

29. Do you know what year it was when Mr. Brooke went to Sarawak?—No; but I returned to Singapore, 1841.

30. Up till 1841, did you ever hear of Dyak pirates?—No, never.

31. Now, if you had heard of these Dyaks having been pirates, would you have been afraid of them when you went over there?—Yes; if I had known, of course I should have been afraid.

32. Now, if you had heard that there were Dyak pirates of any description while you were at Sarawak, would you have allowed twenty or thirty of them to come on board your vessel daily?—Of course not.

Mr. Prinsep.

33. Have you heard of Malay pirates on the west coast?—No; but I have heard of the Illanoes.

34. Are they Dyaks or are they Malays, the Illanoe pirates?—They are Malays.

35. You say you have made many voyages to Borneo?—Yes, I made three voyages to Sarawak; I have never been to Borneo Proper.

36. Did you ever go without being armed?—No, our vessels were always well armed, fearing pirates.

37. Are they frequent on that coast?—Yes.

38. Have you ever been to the coast where you were wrecked since?—Yes, 1841; since that, never.

39. What vessel did you go in?—On board the brig "Tiron."

40. Was she armed?—Yes, she was.

41. In any of these voyages did you ever fall in with pirates of any description whatever?—No, never.

42. Have you been much amongst the Dyak villages?—No; never to their own places.

(Signed) J. KOEK.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 10.)

Court House, Singapore, September 23, 1854.

John Henry, trader, Singapore. (Called by Mr. Woods.)

On being sworn states:

By Mr. Woods.

1. You are a trader, are you not, in Singapore?—Yes, since 1829.

2. How long have you been a trader connected with the natives directly?—Since 1832.

3. Have you conversed freely with the nakodahs of the native prows with whom you have had dealings?—Yes.

4. From 1832 till 1833 you were a partner in the firm of Rapper, Loving, and Co., were you not?—Yes.

5. And from 1833 up till what date did you remain a partner in Rapper and Co.?—Till October 1843.

6. Did these two firms trade largely with Borneo and other places to the eastward?—Yes, Rapper and Co. did, but Rapper, Loving, and Co. not.

7. Did you also have considerable dealings with natives from Borneo Proper, Bintulu, and the coast between Sarawak and Borneo Proper?—Yes, to the extent of 50,000 to 60,000 dollars a-year.

8. Then, as a trader, you felt interested in the subject of pirates and piracy?—Yes.

9. Did you frequently converse with the native traders with whom you had dealings about pirates?—Yes.

10. From 1833 till 1843 were you in the habit of boarding the native prows as they came in to Singapore?—Always.

11. Did you do the out-door duties of Rapper and Co., and therefore considered the boarding of these prows as part of your duty?—Not only prows but square-rigged vessels also, both morning and evening I boarded.

12. For what purpose did you board these prows and square-rigged vessels?—For the purposes of buying the inward cargoes they bring here.

13. Did the nakodahs of these prows mention, on any occasion, the incidents of the voyage?—Sometimes voluntarily; at times upon my inquiry.

14. Did they ever speak to you about pirates that they had seen or heard of during the voyage?—Sometimes.

15. What were the pirates you ever heard of?—The Illanoes, Ballanini, Soloo, Billiton, Singa, and Gallang.

16. Were any of these Malay pirates?—The Singa, Billiton, Gallang, and Serhassem are Malay pirates.

17. Did you ever visit Borneo yourself?—Yes.

18. What part of Borneo have you visited?—Borneo Proper and Sarawak.

19. On your voyage to Borneo Proper did you see any pirates?—Never.

20. Or to Sarawak?—None whatever.

21. How long were you at Borneo Proper?—Once about forty days, and another time about forty-five days.

22. Whilst you were at Borneo Proper was there any apprehension of an attack from pirates?—On my first visit to Borneo Proper, or Bruné, there was.

23. What pirates?—The Illanoe pirates.

24. When was it that you went to Bruné first? Mention the dates.—The first time was in 1836, and the second in 1845.

25. When did you go to Sarawak?—In 1839.

26. How long did you remain there?—About forty days.

27. Were you trading during that time?—Yes, to a very small extent.

28. With whom were you trading?—With the late Rajah Muda Hassim.

29. Did you trade with any of the people of the place?—No.

30. Did you see any of the Dyaks whilst you were there?—Yes, frequently.

31. Did any of them come on board your vessel whilst you were there?—Yes, two or three boats full of men came on board every day, for the purpose of petty traffic.

32. Had you any reason to believe, from what you heard or saw, that any Dyaks were pirates?—I found the Dyaks a more peaceable people than the Borneans and Malays of Sarawak, and more honest; they worked as coolies for me also in shipping antimony ore.

33. Had you known that there were any Dyak pirates would you have allowed these people to come on board your vessel?—I would not have allowed it.

34. Had Sir James Brooke visited Sarawak up to that time?—No.

35. Was it after or before you visited Sarawak that Sir James Brooke went there?—Several months after.

Mr. Devereux.

36. You say from 1833 to 1843, you were in the habit of boarding native prows; can you state the names of the places along the coast of Borneo from where those prows come?—Borneo Proper, Meri, Bintulu, Kaluka, Mukah, Sellong, Sirikie, Barram, Sarawak, Singa, and other places.

37. Do you recollect any prows coming in from Mato?—No.

38. Have you known any boat coming to Singapore from the Serebas river?—No.

39. You stated Kaluka boats traded here; do you mean that the inhabitants of Kaluka traded here, or boats touching there containing Borneo people?—I mean boats containing Borneo people, who merely touch there.

40. Have you never heard of boats coming from the Serebas or Sakarran river?—No.

Mr. Prinsep.

41. You say your personal knowledge with Borneo stopped when [?], 1843: have you been there since?—Yes, in 1845 I was in Bruné.

42. Your knowledge of the people since that has been hearsay?—Yes, and I have corresponded with the chiefs.

43. Were not the Dyaks a better than the Malays?—Yes.

44. Have the Malays a bad reputation for piracy?—Yes, they had in that part of the coast I have spoken of.

45. Have you ever visited the Dyak villages?—No, never.

46. In the voyages you have made to Borneo did you go armed?—Yes.

47. Why?—For fear of pirates.

48. Was it the practice of European vessels or vessels going from here always to go armed?—Generally.

49. Would you have insured a vessel that did not go armed?—I would not.

50. Then you considered it a dangerous coast?—Very unsafe coast at the time I visited it.

(Signed) JOHN HENRY.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 11.)

Court House, Singapore, September 26, 1854.

Peter Aviet Seth, merchant, Singapore. (Called by Mr. Woods.)

On being sworn states:

By Mr. Woods.

1. How long have you resided in this part of the Archipelago?—Since 1827.

2. During that time have you been chiefly engaged as a trader?—Yes.

3. During that time has it been a matter of great notoriety there are a great many pirates in the Archipelago?—Yes.

4. Will you mention what pirates were notorious?—Illanoes, Malays.

5. Have you traded with Borneo?—Yes, I did.

6. With what part of Borneo?—Borneo Proper.

7. How long have you traded with Borneo Proper?—Since 1833.

8. Have you personally visited Borneo?—Yes, I did.

9. During what years have you visited Borneo?—Since 1833 to 1836 I have made four voyages.

10. What were those voyages—of a trading character?—Yes, in trade.

11. How long did you remain at Bruné on your first trade visit?—Three months.

12. How long did you remain on the other three visits?—Each voyage three to three and a-half months.

13. Were you during these four visits in constant trading with the natives?—Yes, I was.

14. And whilst there did you hear of any people called Dyaks?—Yes.

15. Was their propensity for head-taking matter of notoriety?—I did not hear of that.

16. Were the vessels in which you went square-rigged vessels or native vessels?—Square-rigged vessels.

17. In the course of your voyages did you see any pirates?—No.

18. During your residence in Bruné did you hear that these Dyaks were pirates?—No.

19. About what time did you first hear of the Dyaks being pirates?—I never heard it at all in Borneo Proper.

20. Was it at Singapore that you first heard of the Dyaks being pirates?—Yes.

21. About what time?—Lately I came to know it.

22. How many years is it since you first came to hear about the Dyaks being pirates?—About a couple of years.

23. About the last two years has not there been a great deal of discussion about it?—Yes.

24. From your repeated visits to Borneo and residence there, were you given to doubt the truth of it?—I did not doubt it.

25. Did you believe that they were pirates?—No; I have had business with the Dyaks at Bruné, but not elsewhere.

Mr. Prinsep.

26. The Dyaks are the inhabitants of the country, the aboriginal inhabitants, are they not?—Yes; they live on the hills.

27. Have you ever been further down the coast than Labuan?—No, never was further than Bruné.

28. Were there pirates at Brunéʔ—No, I never heard of them.

29. Have you any personal knowledge of the inhabitants of the west coastʔ—No.

30. Do you know any person in Singapore who can speak from personal knowledge of the matterʔ—Mr. Moses, Mr. Henry, and myself were together the last voyage I made; Mr. Moses was a long resident in that country: those are the only parties I know.

Mr. Aitken.

31. You stated that you never heard of Dyak pirates till within two years agoʔ—Yes.

32. Did you sign the Address to Mr. Humeʔ—I forget now; but I think I did.

33. Have you been resident in Singapore from 1836 to 1851ʔ—Yes, I have been.

34. Are you in the habit of reading the newspapersʔ—No, not always.

35. Do you subscribe to any paper in Singaporeʔ—No, never have.

36. Do you recollect seeing anything in the papers between 1843 and 1851 about Dyak piratesʔ—I cannot recollect.

37. Have you traded at Brunéwith the Dyaksʔ—Yes.

38. What Dyaksʔ—The Dyaks residing on the hills, who generally bring produce to sell.

39. Had they any distinctive name, those Dyaksʔ—No, only Dyaks, and they traded very honestly.

40. From what parts did these Dyaks come into Brunéʔ—From the mouth of the river where some of them reside, and some from the back part of the island behind Brunéd.

41. From what distance did they come into Brunéʔ—From the mouth of the river; it is only seven hours' pull, about sixteen miles.

42. And those from the back part of the island, how far did they comeʔ—I don't know.

43. How did they comeʔ—In boats also.

44. Do you know from what rivers they cameʔ—No; they came from about twenty or thirty miles: there are many creeks and corners.

(Signed) P. A. SETH.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

(No. 12.)

Court House, Singapore, September 26, 1854.

William Wilkinson, Superintendent of the Sailors' Home. (Called by Mr. Woods.)

On being sworn states:

Mr. Woods.

1. Were you formerly master of the "Royalist"ʔ—Yes, Her Majesty's ship "Royalist."

2. On what particular duty was she employedʔ—Surveying the north-west coast of Borneo.

3. How long were you employed in the "Royalist" surveyingʔ—From December 1846 to September 1849.

4. Had you heard anything of pirates on the coast of Borneoʔ—Yes, during the whole time I was on the coast.

5. Will you tell us the names and description of piratesʔ—I witnessed an attack at the entrance of the River Brunéd, in 1847, I think, from the "Nemesis," and I cannot say how many boats or prows; being becalmed we could not assist. Captain Grey, of the "Columbine," was on board the "Nemesis" at the time, with several of his crew.

6. What name were these piratesʔ—Illanoes.

7. Were they boarded by the "Nemesis?"—Yes, after the men had escaped to the shore the boats were boarded.

8. Is the description of pirate called Illanoes well known?—Yes, and they are the terror of the whole coast.

9. On any other occasion did you fall in with pirates?—In 1848, whilst surveying the mouth of the River Egan. I having met with an accident, the tender having capsized and sunk in deep water, not having the means to raise the boat, I went with an interpreter to the village inside of the river, to ask the Datoo, or head man, to raise the tender for a compensation; whilst there, he sought for protection, as the Dyak pirates were coming down to attack him, and were within a short distance of the village. I returned to the ship and informed Commander Gordon of the same. I then went with three armed boats, and when approaching the village, about forty Dyak boats made their appearance. I pulled up and anchored abreast of the village; they were the Dyak pirates, and would have attacked were it not for my presence. I remained there two days and one night. Knowing that we were there to protect the village, they went away in another direction, and I heard of them having beheaded people at the village inside the River Mooka, burning the whole village and taking away women and children; these Dyaks came from Kanowit. The Datoo of this village positively declared that they were pirates, and said that it was with great difficulty they defended themselves. Previous to this, I was at the Rejang river, when the head men inside that river made similar complaints, but they, the pirates, did not go there. This was the same survey trip along the coast.

Mr. Woods.

10. What were the people of the village where the Datoo asked assistance?—They were Malays.

11. What was the particular expression made use of to designate pirates?—I cannot say what the words made use of were, not being acquainted with the Malay language at that time, all communication being done through my interpreter.

12. Will you tell us what the particular names of these Dyaks who were going to make the attack?—No, I cannot say myself, but the interpreter told me at the time that they came from the Sakarran river, and were a very bad people.

13. How near were you to this large number of prows?—About 200 yards.

14. So that you could see distinctly the number of men as well as the description of boats or prows?—I could not see the number of men, as the kajangs hung very low, but I saw there was a number of men.

15. Were these boats in the river or on the coast?—In the river.

16. About how far from its mouth?—About two miles and a-half. I could see the mast-heads of the ship from the village.

17. Tell us the next instance that you saw the pirates on the coast of Borneo?—Some time after that, I cannot say the date, I was lying off an island called Boorong, situated about midway between the Moratabas and the Sakarran, when a large prow came alongside of the ship one day with the head over the village in the River Rejang, with his family and a whole tribe of people. Knowing the "Royalist," they came alongside, for the purpose of making complaints; and the head man stated that he was obliged to leave the place and proceed to Sarawak, in consequence of the same Dyaks which he complained of before (he previously complained of them to the "Royalist"), having come down for the purpose of destroying the village, and he had made his escape during the night; that is, the next affair I heard of until the expedition of the 30th July, 1849.

18. What part in the expedition in 1849 did you take?—I followed my orders, which I produce, dated 26th July, 1849:

"In obedience to the order of Captain Farquhar, you are to take command of Her Majesty's ship 'Royalist' during my absence. You are to be particularly careful to permit no communication with native boats unless perfectly assured of their character, and a most strict watch will be necessary, both night and day, to effect the object of the vessel being

placed there, which is to prevent any piratical prows or boats from entering the Singa, the tribes on the banks of which are friendly.

"From H. B. Everest, Lieutenant Commanding Her Majesty's ship 'Royalist,' to Mr. W. Wilkinson, Acting Master, dated 26th July, 1849.'

19. From where you were stationed could you see the proceedings of the expedition when the great slaughter took place in the night?—I could not.

20. Did you know anything till after the affair was over of the proceedings of the night?—I did not.

21. Did you see the Sarawak Dyaks who took part in the operation after the operation had ceased?—I saw Dyaks that went up the Singa, which river the ship was stationed in.

22. Were they part of the Dyaks who took part in the expedition under Sir James Brooke?—They were.

23. Had they any heads with them, and what number?—They had heads, but I don't know the number.

24. About how many?—About eighty, more or less.

25. Were they carrying away these heads as tokens of victory?—I never asked why. They came alongside of the ship, and I saw them; I had several of them in my hand.

27. Did they appear to put much value on them?—Yes, they were rejoicing.

28. During the whole time that you were surveying on the coast of Borneo have you seen Dyak prows at sea, and at what distance from the shore?—I have not seen them at sea myself; I have always understood that they go from river to river, by the branches in the neighbourhood of their villages, and I have never seen a village on the whole coast of Borneo on the sea-coast. I have been over the whole of the north-west coast, from Maluda Bay to Sambas, and all their villages are inside of rivers.

Mr. Aitken.

29. You have spoken of an attack on prows on 31st July, 1849; were these at sea or in a river?—I did not witness the attack, but heard that it was at the entrance to a river.

30. Who commanded the expedition against them?—Commander Farquhar, of Her Majesty's brig "Albatross."

Mr Devereux.

31. These forty boats which you saw at the River Egan, where did they come from?—From the direction of the Kanairit, by the same river. The interpreter told me they were Sakarran people.

(Signed) WILLIAM WILKINSON.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

(No. 13.)

Court House, Singapore, September 26, 1854.

Richard Constantine Browne, Master of the schooner "Sidney." (Called by Mr. Woods.)

On being sworn states:

By Mr. Woods.

1. When did you arrive in Singapore?—Some time in 1844.

2. Since what time have you been in command of vessels out of the port?—Since 1846.

3. You are still in command of a vessel sailing out of the port, what is her name?—Yes; the "Sidney.

4. What other vessels have you commanded out of this port that have traded with Borneo?—"Zeelust," "Marie," "Amelie," "Gem," and I am now commander of the "Sidney."

5. How many years have you voyaged in the vessels you have now named to Borneo?—I went to Borneo in 1847 in the "Zeelust," after which

it was some time before I went again; I think it was 1850, since which I have been in the habit of trading to Borneo, with intermediate voyages to China.

6. When did you first sail as mariner in the Archipelago?—In 1841.

7. As a mariner, have you paid any attention to the existence of pirates?—I have.

8. From 1841, what pirates has your experience made you acquainted with?—I have seen both the Illanun and Ballaninie.

9. Have you heard of Malay pirates?—Yes.

10. You say you have seen Illanun pirates; say where and when?—I have seen them in Bally and in the Caramatta Straits.

11. Is Bally about the extreme western or south-western limit of the expedition of the Illanun pirates?—No.

12. What is?—Their excursion extends all around Borneo, as well as on the coast of Java, and in fact all the islands on that coast.

13. Did you visit Bintulu on the coast of Borneo: in what vessel and when?—I went to Bintulu in the "Zeelust" in the commencement of 1848.

14. Are the people there Kains or Dyaks?—I don't know what they are.

15. Were they friendly or unfriendly to you?—Friendly.

16. What was the object of your voyage there?—Mr. Heed chartered the vessel to go to Bintulu to buy ground to work antimony ore.

17. On that occasion did you sail along the north-west coast of Borneo?—From Tangong Sirika to Bintulu I coasted.

18. In the "Amelia," "Marie," and "Sidney," have you frequently coasted along the coast of Borneo?—In every voyage we have to coast along shore during the monsoon.

19. Do you know the coasting of the Serebas and Sakarran Dyaks?—Yes.

20. When sailing along the coast of Borneo, how near have you approached to the Serebas and Kaluka rivers?—About eight or ten miles.

21. Have you ever seen or fallen in with any native prows on that part of the coast?—I always met prows when coasting along.

22. What kind of prows were they?—The same as trading prows that come to Singapore.

23. Have they mast and sails, and were they armed?—They had masts and sails, and also armed with lilias, which all the native prows carry.

24. Have you been alongside or communicated with these prows on the coast?—No; not on that part of the coast; but from Tangong Serika to the Island of Labuan I have. I always avoid getting on that part of the coast on account of getting embayed.

25. Did the nakodahs of these prows on any occasion complain of Dyak pirates?—No, of no pirates whatever.

26. In coasting along the coast of Borneo, did you ever see, or apprehend, an attack from Dyak pirates?—No, not from Dyak pirates.

27. Is there any higher rate of insurance on square-rigged vessels coasting these parts?—Not that I am aware of.

Mr. Woods states Mr. Brown can speak of the trading of Sir James Brooke.

The Commission refuse to hear Mr. Woods examine him on that head.

Mr. Aitken.

28. You have stated, that in twenty voyages, that in every one of them you have coasted along from Tangong Serika to Labuan: now, how long is it since the first of the voyages?—In 1847.

29. When was the next one?—In 1849 or 1850.

30. So that all the remaining voyages have been made since 1850?—Yes.

31. The trading prows that you say you met during these voyages, were they more numerous in 1850 than 1853, or otherwise?—They were more numerous in 1853.

32. Can you recollect whether the increase was gradual from 1850 to 1853?—I did not take particular notice.

33. Did you meet any in 1847?—Yes, I met two or three trading prows off the River Muka.

34. The prows you meet now, what is about their number?—It depends entirely upon the monsoon; they go out after the bad weather, and I think they are double what they used to be in 1847; I attribute this to the protection from the name of the Labuan Government which they expect.

35. Is there any protection to trade at Labuan; is it a naval station?—There is no protection to trade at Labuan.

36. To whom does the "Sidney" belong which you command?—To the Eastern Archipelago Company.

Mr. Prinsep.

37. Does your vessel go armed?—Only a few muskets.

38. Are you employed bringing the coal to Singapore?—Yes.

(Signed) R. C. BROWN.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 14.)

Court House, Singapore, September 26, 1854.

Galestien Moses, trader. (Called by Mr. Wood.)

On being sworn states:

By Mr. Wood.

1. When did you first arrive here?—In 1829.

2. Since that time have you been engaged as a trader?—Not exactly at that time.

3. Since what period?—In 1833 I began to trade.

4. With what part of the world did you trade?—The first start that I made was with Borneo Proper, where I went myself.

5. Was that in 1833?—Yes.

6. How long did you reside there?—More or less three years.

7. Was the existence of piracy a matter of notoriety?—Not to my knowledge.

8. Had you heard much of pirates and piracy generally prior to 1838?—Yes; I heard some piracy was going on there on that coast.

9. What pirates were they you heard of on the coast?—I did not know the nature of them.

10. Where was it, and when was it, you learned about the pirates what description they were?—I heard and saw it too, during my residence in Borneo Proper.

11. What description of pirates were seen by you at Borneo Proper?—I saw one or two large prows come in there called Illanuns.

12. And during your residence at Brunè for three years, was the custom of head-hunting a matter of notoriety among the Dyaks?—I was told that there were Dyaks fond of human heads.

13. Did you hear of their being pirates as well as head-hunters, the Dyaks?—I never heard of the Dyaks being mentioned as pirates.

14. Have you visited any other parts of Borneo besides Brunè, and what place?—I paid a visit to Sarawak direct from Borneo.

15. In what year was that?—In the middle of 1835.

16. In what vessel did you proceed to Sarawak in 1835, and with what object?—In the British barque "Elizabeth," Captain Sheppard. I went there to load her with antimony ore.

17. How long did you remain at Sarawak?—About a fortnight.

18. Was the custom of head-hunting there among the Dyaks notorious at that time?—I was told so by some of the chiefs at Sarawak.

19. Did any of the chiefs or other persons at Sarawak ever say that

the Dyaks were addicted to piracy?—There was no mention made about piracy by the chiefs.

20. Who were the chiefs with whom you conversed about the Dyaks being pirates?—Pangeran Namakota, on whom I had an order from the King and the Sultan of Borneo to get my vessel loaded.

21. Any other chiefs besides Namakota?—Yes, there were many more; I do not remember their names.

Mr. Devereux.

22. What do you understand by a pirate?—A person going in a large vessel with guns and ammunition, to attack other vessels or countries.

Mr. Prinsep.

23. Were the Illanuns the only pirates you knew at Brunć?—Yes; and I deal with them.

(Signed) G. MOSES.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 15.)

Court House, Singapore, September 27, 1854.

Robert Hentig, Singapore. (Called by Mr. Woods.)

On being sworn states:

By Mr. Woods.

1. What profession are you, Mr. Hentig?—I have no profession.
2. Have you resided at Sarawak?—Yes.
3. For what period?—From 1844 till 1853.
4. Were you engaged at all in any trade?—For a short time.
5. During your residence there, have you seen and conversed with the Dyaks?—Frequently.
6. What Dyaks?—Sundu, Singa, Serebas, Sakarran, Saw, Singhi, and perhaps others, I do not recollect.
7. For what purpose did the Serebas and Sakarran Dyaks go to Sarawak?—I have known them come for trade, and also for pleasure.
8. Are the Dyaks of Sundu, Saw, and Singhi, Sarawak Dyaks, and the Singa Dyaks independent Dyaks?—I believe that is a correct statement.
9. Do the Dyaks which you have mentioned bear feelings of hostility to the Serebas and Sakarran Dyaks?—I believe they do.
10. Can you tell the Commissioners on what account they bear these feelings of hostility?—They have frequently been at war with each other; and on several occasions the Serebas and Sakarrans have taken heads, women, and children, from the others; the feud is of very old standing.
11. And have the Singa and Sarawak Dyaks perpetrated similar acts on the Serabas and Sakarrans?—Yes, I have always understood so.
12. Is the propensity for head-taking as strong on the part of the Singa and Sarawak Dyaks as on that of the Serebas and Sakarran Dyaks?—I think they are all alike; they all try to get as many heads as they can.
13. Are the Singa and Sarawak Dyaks glad to have an opportunity of attacking the Serebas and Sakarran Dyaks, when they can do it with advantage?—When an expedition was fitted out from Sarawak with the assistance of the men-of-war and steamers, it always appeared to me that the Dyaks friendly to Sarawak Dyaks were glad to go.
14. Have the Dyaks friendly to Sarawak during the time of your residence committed outrages on each other, for the purposes of taking heads?—Not to my knowledge.
15. From your knowledge has their only resource been for taking

heads from the Serebas and Sakarran Dyaks?—Yes, there were no other tribes in the neigbourhood for taking heads from.

16. Have you seen the Serebas and Sakarran prows?—Yes; not many—a few.

17. Do you mean the prows which the Serebas and Sakarran Dyaks came in to Sarawak to trade, and for pleasure?—Yes, I have seen them at Sarawak; but I have also seen some of the Sakarran boats at Singa, after the war of 1844. I was told they had been captured.

18. Is the intercommunication of the Serebas and Sakarran traders with Sarawak constant, or interrupted?—It has been frequently interrupted during my residence there.

19. State the cause of the interruption.—I presume from war, or tribes quarrelling with one another. When the Serebas and Sakarran Dyaks were at enmity, of course the trade was stopped.

20. During your residence at Sarawak were reports constantly being received of Dyaks being out, and of pirates being in the neigbourhood?—Very often rumours of that kind came up to the town, and they generally turned out to be false.

21. What did you understand by pirates being in the neighbourhood, and Dyaks being out?—I should certainly understand by pirates being in the neighbourhood, that it was the Illanuas or Ballaninie; and the Dyaks being out, was always understood that they were on a roving expedition for heads and plunder, and anything they could get.

22. What Dyaks were reported to be out on a roving expedition?—When there was a rumour of the Dyaks being out, it was of course always understood that it was the inimical Dyaks of Serebas and Sakarran.

23. Did the roving expeditions of the Dyaks you have mentioned extend beyond the territory of Sarawak, or the tribes friendly with Sarawak?—I have heard of the Dyaks being down as far as Sambas on a roving expedition. Sambas lies beyond, and adjoining to, Sarawak.

24. Was Sambas formerly, previous to your personal knowledge, the seat of a strong nest of pirates?—I never heard of it.

25. Have you seen the friendly Dyaks to Sarawak returning from an expedition against the Serebas and Sakarran Dyaks?—Some few of them; those who have to pass the town, and go up the river.

26. Have you seen these friendly Dyaks, with heads and other plunder, returning from an expedition against the Serebas and Sakarran Dyaks?—I have never seen a Dyak head, except two. I saw them at the same time, after the war at Sundu, with the Sakarrans of 1844. I happened to be at Sundu. It was the expedition in which Her Majesty's ship "Dido" and, I think, "Phlegethon," went up to assist Sir J. Brooke; and of course all the friendly Dyaks were there.

27. Are the Serebas and Sakarran Dyaks more powerful than the Sarawak and friendly Dyaks combined?—I have always understood so.

28. Would the Sarawak and friendly Dyaks venture to attack the Serebas and Sakarran Dyaks without the assistance of Europeans and Malays?—I do not think they would.

29. From your knowledge of the Sarawak and friendly Dyaks, do you think they would take part in an expedition against the Serebas and Sakarrans unless they were allowed to take the heads of their enemies?—I think not, as they would not have gone unless they were allowed to take heads.

Mr. Aitken.

30. Do you mean to say they would not go out if Sir James Brooke ordered them, as the Governor of Sarawak?—I am not aware of what power Sir James Brooke has to compel them, but I think if they were asked to go, and told they were not to have heads, they would raise some objection.

31. Do you think, as your opinion, that if Sir James Brooke ordered them to go, they would refuse to go, if not allowed to take heads?—My opinion is, if they were not allowed to take heads they would refuse to go; but whether they can be compelled to go I cannot say.

32. You say you have heard of the Serebas and Sakarran Dyaks going on a roving expedition as far as Sambas?—Yes.

33. How far is that from there own country?—I cannot say, I never measured the distance.

34. You never were at Sakarran?—I have been at the Sakarran river, but never have been in the town.

35. From what place did you go to Sakarran?—From Sarawak, in the Honourable Company's steamer "Phlegethon;" we went up as far as the Singa river, and then on the River Singa went eight or nine miles, two or three days' pull, in chase of Seriff Sahib, 1844.

36. Then you took part in the expedition of 1844?—I went as an amateur merely, as friend of Lieutenant Heard—it was not the expedition, but merely a trip—in search of Seriff Sahib, in order to drive him out of the country.

37. Did you know the purpose of the "Phlegethon's" voyage, when you joined, before she started?—Certainly.

38. Did you take your own arms with you?—Yes, a double-barrelled gun.

39. How long did it take you to make the run from Sarawak to the Sakarran river?—About twelve hours, under steam, and towing all the ship's boats at the same time. This was from the mouth of the river at Sarawak to about seven miles up the Singa river.

40. Do you know how far it is from Sarawak to Sambas, by sea?—I cannot say.

41. On that occasion you heard of the Serebas and Sakarran Dyaks being on a roving expedition; was that expedition by land or by sea?—By sea.

42. Did you ever hear of the Dyaks joining the Illanuns in an expedition?—I never heard of it until two days ago.

Mr. Devereux.

43. Did you ever hear that the Dyaks of Serebas and Sakarran were piratical?—They were always called pirates by the European residents of Sarawak, but I attach a very different meaning to the word pirate.

44. What meaning do you attach to the word pirate yourself?—I have always understood that pirates were those who went out from the Mediterranean and Spanish Main, and other ports, in fine fast-sailing, well-built, well-armed vessels, not in small boats that paddle along the coast.

Mr. Aitken.

45. You told us that you conversed with Sakarran Dyaks at Sarawak who came there for trade or pleasure; when was this?—I cannot state a date, but it was certainly long before 1850.

46. Have you seen them then since 1850?—I cannot state that I have not seen them since 1850, or that I have seen them.

47. Did you ever state publicly that your own belief was that the Serebas and Sakarrans were pirates?—I cannot answer that question.

48. Did you ever state in public your entire approval of Sir James Brooke's acts in regard to the Dyak pirates?—I once read a paper written out by Mr. St. John, in which, probably—I do not recollect—there was some mention made about pirates; although I was requested by the gentlemen at Sarawak to read this paper, I preferred a paper of my own making out, which Mr. St. John returned to me, and requested me that I would adopt his statement, and then I read the paper made out by him.

49. On what occasion was that?—On the occasion of Sir James Brooke's return to Sarawak from England.

50. To whom did you read it?—To Sir James Brooke; it was an address to him.

51. Did you not on another occasion read or sign any paper addressed to Sir James Brooke?—I may have signed another, but I do not recollect reading another.

52. Did you attend a public meeting at Sarawak, on the 3rd of October,

1849, for the purpose of filling up an Address to Sir James Brooke?—Very likely I did.

53. Did you not move that Address, and read it to the meeting?—Very likely I may have done so. I cannot recollect. I have some idea it was read by Mc Dougal. (Paper shown by Mr. Aitken, and attached: No. 1.) It was read by Mc Dougal, the Chairman, and I signed it.

54. Are you prepared to state that you did not move that Address at the meeting?—I am not prepared to state that I did move it, or that I did not, but my firm belief is that I did not move it.

55. Is the paper produced the one that was proposed and adopted at the meeting?—No doubt of it, and that is my signature below the Chairman.

56. Have you had any misunderstanding with Sir James Brooke lately since that meeting?—We certainly are not so friendly as we were in former years.

By Mr. Woods.

57. This is stated to have been adopted at a public meeting; will you point out to the Commissioners which of the parties whose names appear to this document were related to, dependent on, and in the pay of Sir James Brooke at the time of signing it?—Mr. Grant, I believe, was Sir James Brooke's private secretary; Mr. Russell was as Sir James Brooke's manager or clerk. Mr. Crymble was at that time not in the pay of Sir James Brooke, but had come out and was to get the first situation vacant. Mr. Crookshank, I have always understood him to be a relative, and was police magistrate, and was in pay at that time. Mr. Brenton is also a distant relative of Sir James Brooke, and was waiting for a situation, I believe. Mr. Steele was waiting for a situation. Mr. St. John was secretary to Sir James Brooke as Commissioner and Consul-General for Borneo. Mr. Channon was in the pay of Sir James Brooke, looking after the gun-boat. Mr. Middleton was in the pay of Sir James Brooke.

58. These parties, who have signed, and were not in the pay of Sir James Brooke, and who signed the Address, were they taken into his employment after this Address was signed, and how soon?—Mr. Crymble got appointed as clerk; Mr. Brenton was sent to Sakarran to take charge of the forts; Mr. Parr was appointed harbour-master at Labuan, but I cannot tell who appointed him; Mr. Steele sent to Kanarrit to superintend the forts there.

59. Excepting Mr. Mc Dougal and yourself, Mr. Stahl, and Mr. Lee, the whole of the Sarawak public were related to, and in the pay of, or in expectation of employment of Sir James Brooke, when that Address was adopted?—Yes.

By Mr. Prinsep.

60. You have mentioned the Serebas and Sakarrans being more numerous and powerful than those other tribes which you have mentioned?—Yes.

61. Were the other tribes in dread of these?—Yes.

62. You have spoken of rumours of the Dyaks being abroad on excursions?—Yes.

63. You heard of the expedition to Sambas; when was it?—At the very time Captain Farquhar's expedition to Sakarran, in 1849, was going on, some Serebas or Sakarran boats—I think Sakarrans—came into the mouth of the Sarawak river; it was stated at the time they had plundered some villages in Sambas, and had first come up from Sambas.

64. Did they commit any depredation in Sarawak river?—They burned several houses, and I believe a Kling man was killed.

65. Who was the Seriff Sahib you chased yourself?—He was a Malay.

66. What was he chased into the country for?—The expedition drove all the principal Malays out of those rivers, because they urged on the Dyaks to be violent in their conduct; this is only hearsay, and I believe this is why they were put out of the country. The heads of the expedition were Malays.

By Mr. Devereux.

67. You have stated that the Serebas and Sakarran Dyaks went out often upon roving expeditions for heads and plunder, and anything they could get. You have also stated that you consider persons going in small boats, that paddle along the coast, cannot be called pirates; do you consider these roving expeditions legitimate excursions, or what name should you apply to them?—I should call them war expeditions—inter-tribal war expeditions, principally for the purpose of obtaining heads, like the North American Indians, who go out in war expeditions for scalps; they destroy any body they meet on their way.

68. I presume you consider that being war expeditions, they are legitimate?—They are legitimate war expeditions in their estimation, and in my estimation; in their war expeditions, in which they themselves are only concerned, nobody has any right to interfere.

The Commissioner for Mr. St. John.

69. You have stated that both friendly and hostile Dyaks try to get as many heads as they can; do you mean to state that since Sir James Brooke governed Sarawak, you have heard that any attack has ever been made on the Serebas or Sakarran Dyaks by any Sarawak hill or land Dyaks for the purpose of taking heads?—I have never heard that any hill or land Dyaks have ventured out without the Europeans to attack Serebas and Sakarrans; but it is my firm opinion that they have gone out with British troops.

70. Then it is to be understood that the Sarawak Dyaks do not habitually attack the Serebas and Sakarrans, and that the Serebas and Sakarrans do habitually attack the Sarawak Dyaks, by their roving expeditions?—I know of no instance, except with British troops, of Sarawak hill and land Dyaks attacking Serebas and Sakarrans. There are Sarawak sea Dyaks; I think I have heard of their attacking Serebas and Sakarrans. I think the Sundu, joined with the independent Singa, went and attacked the Serebas and Sakarran Dyaks: I cannot remember the date of this.

71. You have spoken of Dyaks being friendly to Sarawak; do you mean one tribe, or more?—I do not recollect other than the Singa Dyaks.

72. Are you not aware that the Serebas attack the gun-boats in Dutch pay, the Chinese, Malays, Dyaks, Klings, and Mellanows, of Rejang, Oya, Muka, and the people of Bintulu?—I never heard of the Dyaks attacking any gun-boats, nor any Chinese; I have heard of their attacking the Chinese village at Sambas; I have heard of their attacking Malays, Dyaks, and of one Kling I have mentioned; but not of Mellanows of Rejang, Oya, Muka, and the people of Bintulu.

73. In 1849 you signed an Address, in which it was stated that the Serebas and Sakarrans were pirates; have you any objection to state why you have changed your opinion since the date of that Address?—We always were in the habit of calling these people pirates, though many must recollect that I said that I attached another meaning to the word; and in proof, we had out one day a large folio volume of "Johnson's Dictionary," which belonged to me, to see what meaning was given to the word there, and it exactly coincided with my view.

74. Do you state that you have not changed your opinion of the piratical character of the Serebas and Sakarrans since October 1849?—Certainly not.

By Mr. Devereux.

75. Are you not aware that Sir James Brooke has endeavoured to put down all head-hunting in his territory, and to discourage it in the neighbouring countries?—I have heard that Sir James Brooke has always forbidden the Sarawak Dyaks to go upon head-hunting expeditions, but I know nothing of the other countries.

(Signed) ROB. HENTIG

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

(No. 1.)

Sir, *Sarawak, October* 3, 1849.

We, the Undersigned, constituting the entire European community of Sarawak, a small body, yet animated by the feelings of Englishmen, cannot perceive without extreme indignation the repeated attacks made both on your public and private character by certain journals in England and elsewhere, and we have, therefore, this day assembled to express to you our feeling and sentiments on the subject.

From the long knowledge and experience most of us have had of your character and conduct, we cannot but feel greatly surprised that any charge of injustice or inhumanity should be brought against you ; we who live under your rule, every day perceive the effects of your government in raising the tone of the native mind, and in gradually bringing it to an approximation with European civilisation by the exercise of the purest principles of equity, and by teaching them to look for justice, humanity, and moderation from the sway of an English ruler.

We are well aware that in this address we are but giving utterance to the feelings of all those who have known you, or who have attentively watched your career, and we who have lived in Sarawak, and have carefully observed your policy, are fully convinced of the justice of the course you have pursued in endeavouring to suppress the pirates of Serebas and Sakarran, and that throughout your whole proceedings you have displayed the greatest moderation and humanity.

Had we thought otherwise, we should have been the first to condemn your conduct, for, although removed from our native land, we still have the independent feelings and the strict sense of justice that have ever distinguished our countrymen.

Receive, Sir James Brooke, this testimony of the regard, admiration, and respect we entertain for you, and may you live, by the blessing of Almighty God, successfully to carry through your measures for civilising the natives, and for rendering the seas of the Eastern Archipelago no longer a dread to the peaceful trader.

(Signed) F. T. Mc DOUGALL, *Chairman.*
ROBT. HENTIG.
CHARLES T. C. GRANT.
GEORGE RUPPELL.
CHAS. A. CRYMBLE.
ARTHUR C. CROOKSHANK.
W. H. BRENTON.
A. BOSVILE LEE.
HARRINGTON W. PARR.
H. STEELE.
SPENSER ST. JOHN.
W. H. CHANNON.
AUGUST STAHL.
JOSEPH MIDDLETON.

(No. 16.)

Court House, Singapore, September 28, 1854.

Datoo Patingi, Gapoor of Sarawak. (Called by Mr. Woods.)

H. Hewetson, Interpreter in Malay, sworn :

By Mr. Woods.

1. Are you the Datoo Patingi of Sarawak ?—Yes.

(The interpreter states that Datoo is a Chief, and Patingi a Ruler.)

2. How many Datoos are there at Sarawak ?—Three at present.
3. Two others besides yourself ?—Yes.

4. Are the Sarawak Dyaks under the immediate control of three Datoos?—Yes.

5. State which Dyaks, what tribes, are under your control, and what under the control of the other two Datoos?—Under my control Sahoo, Seremboo, Bombok, Sintak, Sitahang, Segoo, Semparoo, Sibungoo, Brahang, Semhang, Sabyar, Goon, Sama, Gadas, Losoo, in all sixteen tribes, in as many separate districts.

6. What is the aggregate population of these sixteen tribes?—I do not know the number. There are 1,140 heads of families paying tax.

7. How many tribes are under the other Datoos?—The Datoo Bandar has two tribes, and Datoo Tomungong one.

8. Are all these tribes of Dyaks given to head-hunting?—All.

9. How many tribes of Dyaks are there friendly to, but not under the control of Sarawak?—Sadong and Soomarahan, only two.

10. Do no other Dyak tribes but those you have mentioned take part in the expedition of the Sarawak people?—Two others, Sibooyoo and Singa. Sibooyoo is now under Sarawak.

11. Are there other tribes also head-hunters and head-takers?—Yes.

12. Do the tribes under Sarawak now foray for heads on each other or not?—No, they are attacked themselves by the other Dyaks, but do not attack.

13. Were they formerly in the habit of attacking each other, and when did that habit cease?—The Dyaks under Sarawak never attacked each other. They have always been friendly among themselves.

14. How long have the the above-mentioned four friendly tribes been friendly?—Since Sir James Brooke's time.

15. Before they were friendly, did these four tribes hunt heads from each other?—Yes.

16. Did they also make head-hunting excursions on the Sarawak tribes?—Yes.

17. State the names of the tribes unfriendly to Sarawak during the last five years?—Serebas, Sakarran, Kanowit; that is all. These have been [hostile?] for several generations. They are called from their rivers. I do not know the name of the tribes. They are great pirates ("prom-pah").

18. Which are the strongest, most numerous, and powerful party—the Sarawak and friendly Dyaks, or the Serebas and Sakarrans?—The Serebas and Sakarrans.

19. Without the assistance of the Malays of Sarawak, would the Sarawak Dyaks venture to attack the Serebas and Sakarran tribes?—They dare not. They cannot even paddle their boats.

20. Would the Malays of Sarawak venture to attack the Sakarrans and Serebas without the Sarawak Dyaks?—No, not before, but now they can get assistance from Sir James Brooke.

21. Before Sir James Brooke settled at Sarawak, have any and which of the Sarawak tribes ventured to attack the Serebas and Sakarrans, and when and with what result?—They have never attacked the Serebas and Sakarrans.

22. Before Sir James Brooke's arrival, have the Sarawak Dyaks and Malays ever attacked the Serebas and Sakarrans?—They have. They went as far as the Qualla (the mouth of the Serebas). I headed. I did so because my own child had been killed by them, but we were so few in number, and not seeing them we returned; we had about fifteen prows altogether.

23. Do the Malays of Sarawak eagerly avail of an opportunity to attack the Serebas and Sakarran?—Yes, they like it, because there have been so many of them killed.

24. Do the Malays and Sarawak Dyaks consider the Serebas and Sakarrans to be their natural enemies?—Yes, natural enemies to the Sarawak people, but not them only, but to Sunda, Sumarahang, Sadong, Singa, and many others.

25. Have not the Mengals and Dyaks of Sarawak been at some time on friendly terms with the Serebas and Sakarrans?—Yes, the Malays of Sarawak have some time been on friendly terms with them, but the Dyaks never.

26. During the rebellion in Simjawan in 1840 did not the Rajah Muda Hassim send Pangeran Jetut to Serebas to ask the assistance of that tribe for putting down the rebellion?—That I do not know.

27. Did not Rajah Muda Hassim, in 1840, enter into a league with the Serebas and Sakarrans to allow them to go up the Sarawak river to attack another tribe?—I do not know; my country is further up the river than Sarawak: how can I know?

28. Did you not hear of it?—No.

29. Do the Serebas and Sakarrans consider themselves independent of the Sultan of Borneo and the Rajah of Sarawak?—I do not know whether they think themselves so. They attack the people of Bruné, and kill many of them; they killed the Rajah of Bruné himself, Pangeran Pakir, about ten years ago.

30. Has the Sultan of Borneo claimed any authority over the Serebas or Sakarran tribes, and have they resisted it?—The Sultan of Borneo has always had his Malay officers at Serebas and Sakarran; he controls the Malays, and not the Dyaks.

31. Then the Dyaks of Serebas and Sakarran are independent of the Sultan of Borneo?—No; the Malays govern them.

32. Then do the Malays of Serebas control the Serebas and Sakarran Dyaks?—Yes; they control them; but even them the Dyaks do not obey.

33. Have the Serebas and Sakarrans always been leagued together, or have they fought at times?—They have always been in league together.

34. Have the Serebas and Sakarrans singly ventured to attack the Sarawak Dyaks, or those friendly to Sarawak?—Never singly, always together.

35. On every occasion of the Serebas and Sakarran Dyaks attacking the Sarawak Dyaks and the friendly Dyaks, is the obtaining of the heads of those Dyaks, and the capture of women and children, the chief object of the expedition?—Their object is to get skulls, capture women and children, and get property.

36. In assisting in an attack on the Serebas and Sakarrans, is the procuring of heads and the capture of women and children, the principal object of the Sarawak and friendly Dyaks?—The same object.

37. If the Sarawak and friendly Dyaks were not allowed to take heads, would they object to take part in the expeditions?—If they are prevented from taking heads, they will not attack; they will refuse to go. In the attack on them (by Captain Farquhar) in 1849, no Sarawak Dyaks joined. The friendly tribes of Labooyoo, Sadong, and Singa joined of their own accord.

38. Did they ask permission to go, or were they solicited on the part of the Sarawak Government to take part in the expedition?—They wanted to go of their own accord; we went, and they followed.

39. What motive had they in taking part in the expedition when they were not asked?—Many of them had been killed, their houses had been burned; their wives and children killed; of course they must retaliate.

40. Besides these reasons, was there any other motive which induced them to take part in the expedition?—There was no other reason.

41. Did they expect to recover or obtain heads?—Yes, that was another reason; they had every wish to get heads in revenge for those taken away from them before. I do not know whether they got any heads or not.

42. Do they apply the term "moosoo" when speaking of a Serebas man?—O, yes.

Question to the Interpreter.

Does that mean an enemy?—Yes.

43. Is that the general term that the Sarawak people apply to the Serebas?—Yes, as soon as they see a Serebas man, they say there is an enemy ("moosoo").

44. You have said above, that the Serebas people were pirates "(prom-pah"), now you call them "moosoo," enemy.

45. What is the difference between these two terms?—When they meet a prow, or go into a country, they attack it; that is "prompah." "Prompah" and "moosoo" are the same.

46. Have you seen the Illanuns or Balanini pirates on the coast of Borneo?—I have met them.

47. When you see the Illanuns, do you apply to them the term "moosoo" or "prompah?"—We call them "prompah."

48. Do you know the Serebas and Sakarran country of your own personal knowledge?—Yes, I have been there.

49. Are you well acquainted with their prows?—Yes.

50. Are they nailed together, or stitched with rattans?—They are of planks tied with rattans; there is the keel from which rise ribs; the sides are formed of planks tied down with rattans.

51. What is the length of one of their prows?—Fifteen fathoms long; some more, and some less.

52. Does the Serebas produce every article of food or other articles used by the Dyak inhabitants?—Yes.

53. During what months do the Serebas and Sakarran Dyaks venture out of their rivers?—In Rajab-Sawa-Randam, after the harvest is reaped in the fine season.

54. In navigating their own rivers, Serebas and Sakarran, do Malays always accompany them?—No, they can navigate their own boats.

55. When the Serebas and Sakarran Dyaks go along the coast, do Malays always accompany them?—The Malays go out with them. They are paid and hired by the Dyaks to go with them and to steer for them.

56. Are the Malays who go with them those over whom the Sultan of Borneo professes control?—The Malays who are sent there to govern them do not control them, but take wages from the Dyaks for steering and to fight. The Dyaks are the commanders.

57. Are the wages of these Malays fixed, or are they dependent on the success of the expedition?—They are not fixed, but all the plunder except the skulls become the share of the Malays; gold, silver, arms, &c. The women and children are killed. The Malays rescue the children frequently, and bring them up; but the Dyaks themselves kill them.

58. How far do the Serebas and Sakarran move from the sea-shore when coasting?—Not out of sight of land; as far as from here to the islands the other side of the harbour (Bintang, twenty miles). They hove generally out of sight of land to attack Pulo Loubee and Pulo Forhapan, in the Natimas.

59. What description of vessels do they attack?—Whatever prows come across them; they attack even a schooner; they have attacked close to the sea-coast.

60. What schooner?—I know of none in particular. If the schooner went close to the coast it would be attacked by them.

61. In what number of prows do the Serebas and Sakarrans quit the neighbourhood of their own rivers for the coast? State the lowest and highest number.—50, 80, 100, not less; 150 at most. They were about 150 in the attack of 1849.

62. When on an expedition for heads beyond their own rivers do the Serebas and Sakarrans always go in fleets?—Always in a fleet.

63. What is the smallest number of Serebas prows that would venture to attack a Malay prow?—Four would dare to attack a Malay prow.

65. Would two Sarawak armed prows and three or four canoes be a match for 150 Serebas and Sakarran prows?—The Sarawak people would surely die.

66. You have stated that Serebas and Sakarran prows are stitched together with rattans; would these prows manned be able to stand in a rough sea?—They can stand a heavy sea; but half of the crew jump overboard and hold on by the sides.

67. If they did not do so what will happen to the vessel?—The boat would be swamped.

68. Do the Serebas and Sakarran ever proceed on expeditions for the sole purpose of plundering prows or boats?—They will ravage a country

or a village; they will take a prow if they meet her; they kill people and plunder their property; they do not go out for the purpose of trading.

69. In expeditions, what share falls to the Malays and what to the Dyaks?—The Dyaks take the skulls and the Malays the plunder.

70. When not at war with the people of Sarawak do the Serebas and Sakarran people trade with Sarawak?—Not before. Now they are at peace, and do trade with Sakarran.

71. When did that trade begin?—Six or seven years ago; in Sir James Brooke's time; not in the beginning of his rule. It was after the attack of July 1849.

72. Do you remember any instance of their trading with Sarawak before that time?—Some of them left Serebas and settled at Sarawak. There was no trade backwards and forwards between the two places.

73. Do the Serebas and Sakarrans make use of the same description of prows for war and trading purposes?—The prow they use in war is called "bankong." They use a different prow for trade.

74. Then, seeing the prow is a sufficient indication of the pursuits and object of the parties on board?—Yes.

75. On their trips in their trading prows do the Serebas and Sakarrans attempt to take the heads of those with whom they have dealings?—No, they are few in number. They have goods on board. They would not take heads.

76. When the Serebas and Sakarran Dyaks are at peace with Sarawak, are they honest and quiet men?—Yes, they are honest and good people.

77. Do the Serebas and Sakarran Dyaks prefer the heads of the Sarawak and friendly Dyaks to those of the Malays or Chinese people residing in the Sarawak territory?—All skulls are alike to them; there is no choice.

78. During the time you have been Datoo Patingi, how many attacks have been made by Sarawak Malays and Dyaks, or the Dyaks friendly with Sarawak, on the Serebas and Sakarran respectively?—Only once when I went with them; that was about twenty years ago before Sir James Brooke's time: never besides that to my knowledge.

79. When did the Malays of Sarawak first join the Dyaks of Sarawak, or allies, in making an attack upon the Serebas and Sakarran tribes?—That was the only instance, when I went out. As for the Dyaks not of Sarawak, I do not know.

80. On how many occasions have you been present in expeditions, whether with or without British assistance, against the Serebas and Sakarrans?—Without assistance, once: and with British assistance, to Sakarran river, once; Kanowit river, once; Serebas river, three times.

81. In the expeditions you have named against the Serebas and Sakarrans, are parleys attempted, terms of surrender offered, quarter given, or prisoners taken?—Both in the sea and land expeditions they fired on us first; there was no time to hold parley.

September 29, 1854.

82. Do the Dyaks keep and adjust a sort of account of the number of heads taken from each other, and take occasion to effect a balance?—I do not know that they keep such an account. The Dyaks are very bad accountants.

83. Do you remember that in 1842 Mr. Crymble, with the Sarawak prows, attacked the Serebas and Sakarrans outside the Morotabes river?—Yes; it was not at Morotabes river, but at Qualla Serai, about half-a-day's sail for a prow and two or three hours for a ship from the Sungi Morotabes.

84. Between the period of Mr. Crymble's attack in 1842, and the invasion of the Serebas country by Captain Keppel in 1843, were any, and what, specific outrages committed by the Serebas Dyaks on the Dyaks of Sarawak or other people of the coast?—After Mr. Crymble's attack in 1842, there was a tomby (man of the Coromandel coast) killed; also my nephew and his five companions. The Serebas also attacked the Lengay Dyaks. I was with the Lengay Dyaks at the time, and fought with the Serebas. These Lengays are under me in my district.

85. Were you present in Captain Keppel's attack on the Sakarrans in the following year?—I was.

86. Were you present at the attack made by Captain Farquhar in 1849?—Yes.

87. On the occasion of any of these attacks was there an attempt to parley, or any demand made upon them to surrender themselves?—We had no time to parley, they fired upon us first.

88. Have the Dyaks any means of intimating or signalizing their intentions of peace or war?—When they meet an enemy, they attack him at once; they make no sign: if they did the enemy would run away.

89. Amongst the Dyaks, is not a piece of white cloth an emblem of peace?—The Dyaks in the interior have no such custom. The Serebas and Sakarrans hoist the white flag to attract people within their reach when at sea.

90. Then what attraction can it be?—The white flag is used on land also, but you must send a person first to explain its meaning.

91. On the expeditions you have mentioned, of 1842, 1843, and 1849, were any orders given for any signal to be made that could be supposed by the Serebas or Sakarrans as a request for parley or surrender?—None that I know of. I was each time in command of a party, and did not hear such an order.

92. Were any signals made on any expeditions before the attack?—No.

93. On the night when the steamer was engaged was any rocket fired?—Yes.

94. What was the particular object of firing that rocket?—To frighten the enemy.

95. Was there only one rocket fired previous to the attack on that night?—One or two; it is a trick the English have.

96. As commanding a division of native auxiliaries did you not know any other reason for firing the rocket?—I know of no other; it throws a great light: some rockets went into the water, some into the air.

97. Did the Serikie people, assisted by the Kayans, make an attack on the Serebas and Sakarrans in 1847?—They did, about three years before the attack by the steamer in 1849.

98. Did any of the Dyaks friendly to Sarawak, attack the Serikie people and Kayans in their attack on the Serebas and Sakarrans?—No.

99. Was it the object of the Serebas and Sakarrans to attack Serikie in 1849?—Yes, to attack Serikie and Mato.

100. Did they attack Serikie and Mato?—They only attacked the Mato people—not Serikie; they failed in attacking Serikie; they went there, but did not attack; they found them ready for them. At Mato, they took two prows, and ten captives.

101. When did you first learn that these prows and prisoners were taken?—My son-in-law is a Serikie man; I got a letter from Serikie, stating that 150 boats had left Serebas to attack Serikie; I went out, and got as far as the Qualla; I got the information of their having attacked Mato, and taken those prows and prisoners; after that I went on, and met the Serebas at the mouth of their own river, Serebas.

102. From whom did you learn the attack on the prows, and the capture of the ten slaves?—One Bungany, a Kalukka man.

103. How many days was Bungany's information to you before or after the firing of the rocket?—Four days before.

104. How long before the expedition left Sarawak did you know of the contemplated attack on the Serikie?—Two days after the receipt of the letter, I left Sarawak.

105. Do you remember when the Ramazan commenced in that year?—Yes.

106. How many days before or after the commencement of Ramazan did you receive that letter?—I received it on the 1st Ramazan. I think the engagement took place on the 6th.

107. Do the Mohamedans generally refrain from war during the fast of Ramazan?—They would not intentionally go.

108. So that, when the Serebas and Sakarrans designed to attack Serikie in that month, they would not expect the Malays of Sarawak

would assist them ?—Yes ; they prefer attacking in the month of Ramazan, because they know the inhabitants of Serikie, who are all Mohamedans, will sleep all night at that season.

110. In that same expedition did you, as commanding a party of native allies, receive any orders from Sir James Brooke, Captain Farquhar, or any one else, to make prisoners, or not to make prisoners ?—After the fighting was over, we got instructions from Sir James Brooke not to kill any more, but to make prisoners.

111. What were your previous orders with respect to killing, or not killing ?—We got no instructions, one way or the other. I was in the action. After the fight was over, Sir James issued orders that whoever killed any more, would be punished ; but whoever made prisoners, would be paid fifteen dollars for each prisoner. The men consequently preferred making prisoners.

112. State when the order respecting rewards of fifteen dollars each was given ?—After the fighting was over the people were still killing, and the order was issued.

113. Do the Serebas and Sakarrans take any of their slaves with them, or are they all fighting men on that expedition ?—They have no slaves ; they are all fighting men.

114. After the fighting was over, did your party proceed up the river and destroy the Serebas and Sakarran villages ?—Yes.

115. During the last ten years, have any of the Sarawak Dyaks, or friendly Dyaks, made any foray on any of the island tribes ?—No.

116. Do you know the Orang Kaya of the Lengay tribe ?—Yes.

117. Do you remember about two months after the last expedition against the Serebas, the Orang Kaya of Lengay being called down to be reprimanded and punished by Sir James Brooke ?—Not during the last ten years. There was such a thing in Muda Hassim's time.

(Mr. Woods here referred to a report of the Borneo Church Mission Tracts, containing a letter from Rev. Mr. McDougall, of 24th September, 1849, stating that an intertribal war had a week before taken place, and the offenders being punished. This is confirmed by the records of the Court of Sarawak ; but they state the tribe to be the Sahoo tribe, not the Lengay.)

118. Do you remember, two months after the fight, in 1849, after the return to Sarawak, that the Sahoo Dyaks made an excursion into the Pontong country, and killed a number of persons, and took their heads ?—Yes.

119. Were the Orang Kaya of the Sahoo tribe punished by Sir James Brooke for that incursion ?—Yes ; I had previously warned them not to do so ; I carried out the punishment, and sent the value of two men for each man killed ; I sent at the rate of 30 dollars per man, or 60 dollars for each man killed.

By Mr. Aitken.

120. At the attack in 1849, when that rocket was fired, where were you ?—In Qualla Serebas, *i.e.*, in the mouth of the Serebas, when I saw the first rocket I was there.

121. Were you with Sir James Brooke that night before the rocket was fired ?—Yes ; our two boats were near enough to speak to each other.

122. When you went with your boat from the mouth of the Kalukka to that of Serebas, did he go also, or did he (Sir James Brooke) stay behind ?—Together.

123. From the time you first saw the Serebas and Sakarran prows, till the order was given to kill no more, had you ever been separated from Sir James Brooke ?—Was never separated.

124. Have the Serebas and Sakarran war-boats ever mast and sails ?—They have masts and sails, but never use them. When they are in chase, and the wind is fair, they put them up ; they use them in a favourable wind. When not used, they lower them.

125. Do all their war-boats use masts and sails ?—All.

126. Have you seen them under sail?—When they attacked the mouth of Serebas river, we met them under sail on their way in. I was coming out of Serebas in a large prow, and they did not venture to attack me.

127. How long ago is this?—About twenty years.

128. On that occasion, how many prows had they?—Fifteen, and they succeeded in capturing the gun-boats of Pontianak; she was mounted with two guns.

129. Have you seen Serebas and Sakarran bankongs under sail on other occasions?—I have never seen them under sail except on that occasion; other people have.

130. Do they ever carry leelas?—Yes; not large ones, of 40 or 50 catties weight.

131. How many of these are there in one prow?—Some one, some two; all have leelas.

132. Have you yourself seen the lelas in the Serebas and Sakarran prows?—When I attacked them in 1849, I saw the leelas; I found them afterwards.

133. Did you never see them before that?—How can one see what is in an enemy's boat?

134. Do you know any instance of the Serebas and Sakarrans having attacked a trading prow at sea? State what took place.—Yes; fifteen years ago they attacked Tuanko Dagong of Sirhassan's prow, and took her at sea; I have heard this from Sirhassan people. The Sultan of Borneo's messenger, Nakodah Mohamed, going to Sarawak, was attacked, the prow taken, and killed, together with his crew of thirty men. This was about twenty years ago. It happened in sight of Kaluka. The bodies came on shore withhout heads. The Sultan made inquiry, and it was found to be Nakodah Mohamed. I was myself in Kalukka at the time. About the same time Nakodah Ramat of Sarawak was murdered with all his crew, and plundered of all his goods off Pulo Satang. There was a little boy on board whom I have seen redeemed from slavery. It was known before it was related by the boy; the boy tells the same story. I did not go myself, and sent one of the Serebas men at Sarawak for the purpose. This case also was before Mr. Brooke's time. I know of no such case since Sir James Brooke's time. I have heard of such matters, but not ascertained their truth.

135. Has Sir James Brooke made a law in Sarawak, that none of the people within his jurisdiction shall take heads?—Yes; that has been the law ever since Sir James Brooke's time.

By Mr. Woods.

136. How long have the bankongs or war-prows of Serebas and Sakarran been furnished with leelas?—A long time; always.

137. Do you remember Panghina Parembom?—I never heard of him.

138. Do you know the Stia Rajah of the Lengay?—Yes.

139. What is his name?—The present one, Bibit; the one before, Paremboom.

140. Do you remember Paremboom and some of the Lengay tribe attacking the Ligoo Dyaks of Sarawak?—No.

141. State why Bibit was made Stia Rajah instead of Paremboom?—Paremboom died of old age; he succeeded him.

Mr. Devereux.

142. What sort of road is it from Sarawak to Sakarran?—There is no road; one man cannot go by land, nor can a hundred.

(Signed) DATOO his ⋈ mark. PATINGI.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.
H. Hewetson, *Interpreter.*

Court House, Singapore, October 21, 1854.

Datoo Patingi.

To Mr. Devereux.

143. You have stated that you were in the expedition of July 1849, with Sir James Brooke up the Kaluka. Do you remember the fact of a spy-boat being sent on a-head?—Yes.

144. Were you in it?—No.

145. Who was in it?—Bangasang, Taip Bangaing, were the Chiefs; the others I do not remember.

146. You were not in it at all?—No.

147. Do you know anything of the taking of a small boat with four men in it by that spy-boat when it was dispatched?—The spy-boat engaged with the enemy, and then returned to my boat with three heads in it, covered with blood, and newly taken in the engagement.

148. Can you state the particulars under which these three heads were taken?—The spy-boat was dispatched into the river, and fell in with a boat containing four men; the spy-boat fought with them, and killed three men; the other jumped overboard, and was drowned; they took the heads of the three they killed.

149. What people were in the spy-boat?—People of Kaluka; Malays and others.

150. What people were they in the other boat?—It was a small bang-kong of the Serebas, with Dyaks in it. The spy-boat was brought from Sarawak, and was part of the expedition.

151. Did Sir James Brooke know that these heads had been taken?—Yes, he did know.

152. What did he do about it?—There were none but Malays in the spy-boat. He said that they should give the heads to the Sarawak Dyaks. I was there, and we agreed together to give them. The Soboogo Dyaks received the heads.

153. What were the exact circumstances of the meeting of the two boats?—I do not know, I was not told of them; I was not present.

Mr. Woods.

154. How many men were in the spy-boat?—Fifteen men.

Mr. Devereux.

155. When the heads were brought alongside your boat were they taken to Sir James Brooke or to you?—The spy-boat returned first to Mr. Brooke's prow, and then to my own boat, a different one from Sir James Brooke.

156. In which of these prows was the order issued from to give the heads to the Dyaks?—The two prows were close alongside of each other, and Sir James Brooke said to me, "These heads, Patingi, we had better give to the Dyaks."

his
(Signed) DATOO ⋈ PATINGI.
mark.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 17.)

Court House, Singapore, September 29, 1854.

James Guthrie, merchant, Singapore.

On being sworn states:

By Mr. Woods.

1. How many years have you been resident in Singapore?—Twenty-five years, or nearly so.

2. What age were you when you first came here?—Sixteen.

3. How soon after you arrived here were you able to speak the Malay language?—About twelve months.

4. How were you employed here; in any firm?—In the firm of Guthrie and Clark, as a clerk for some years, and since then I have been a partner in the firm of Guthrie and Co.

5. Was your firm in the habit of dealing directly with the native traders?—Yes.

6. Did you yourself converse with the nakodahs of native prows?—In dealing with them I have frequently conversed.

7. Have you heard them make mention of pirates?—Yes.

8. What pirates did they mention?—Malays, Illanuns, and Soloos.

9. Have you frequently conversed with traders from Borneo?—Yes, I have frequently had dealings with Borneo traders.

10. Did they complain of pirates, and what description?—I have heard them complain of Malay and Illanun pirates.

11. Have you heard of Dyak pirates?—Yes, lately; since 1842 I have heard of them.

12. Tell us the occasion and circumstances you heard of Dyak pirates in 1842.—The first time I recollect hearing of them was an application being made for the war-steamer "Diana," to the Governor, Mr. Bonham.

13. Had Mr. Bonham resided long in the Straits at that time?—He was here when I arrived; I don't know how long before.

14. Who was it who applied for the steamer?—Mr. Napier applied for it, as a friend of Mr. Brooke.

15. Was the matter at all discussed by Mr. Bonham at that time?—Yes, it was a good deal discussed by Mr. Bonham and others.

16. Were you present at the discussion?—I was present on one occasion.

17. Was the steamer granted or refused?—I believe it was refused.

18. Do you remember how soon after that application was made, that any operations were made against the Dyak pirates in 1842?—The first operation that I heard of was in 1843, by Captain Keppel.

19. Were the particulars of the operation published, and in what form?—The particulars were published in the "Singapore Free Press."

20. Was there only one paper, or more, at that time?—In 1843 only one paper, I think.

21. Did any discussion take place after the publication you have first alluded to?—There was a difference of opinion on the subject, and whether it was justifiable, and I certainly think the attack was unjustifiable.

22. Was Mr. Woods at Singapore when this discussion was going on?—No, not when the discussion was going on.

23. How long after the discussion did he come to the Settlement?—I think in the early part of 1845.

24. After this attack and discussion did you inquire of traders from Borneo if they had seen Dyak pirates?—In the course of conversation I have spoken to them about pirates, but did not make it a special subject of inquiry; the only pirates they complained of were the Malay and Illanuns.

25. When was the next occasion of public attention being drawn to the question of Dyak pirates?—On the attack made by the expedition of Captain Farquhar, in 1849.

26. Did the expedition under Captain Farquhar give rise to much discussion in the Settlement, as to its being justifiable?—It did.

27. And was the subject of an inquiry into the proceedings you have mentioned also discussed?—Yes.

28. Did you sign the letter to Mr. Hume, of January 1851?—I did.

29. Will you state to the Commissioners the object you had in view in signing that letter?—The object is stated in the letter, but my other reasons were: that an Address to Sir James Brooke had been sent home by himself to the Home Government, said to have been agreed to by all the mercantile houses, with the exception of three, and as I and several others did not agree with that address, Mr. Hume was advised to the contrary. Europeans:—Kerr, Rawson, and Co.; Mc Lane, Fraser, and

Co.; William Spottiswoode, and Co,; Shaw, Whitehead, and Co.; Guthrie and Co. Armenians:—Stephen and Joakim. And many others.

30. Did you see the Address to Sir James Brooke referred to; and were you asked to sign it?—I was asked to sign the Address at my own office, but disapproving of it, I did not see it.

31. By whom was it brought?—It was by Mr. Nicol, of Hamilton, Gray, and Co.

32. Did he tell you the contents of it?—I was told the purport of it, but not the contents exactly.

By Mr. Aitken.

33. In what year did you first come to Singapore?—January 1, 1830.

34. You have been resident almost continually since?—Yes; but I have been twice to England for a short time since.

35. You have said the first time of Dyak pirates was in 1842, when the war-steamer was applied of; had you never read or heard of them as Dyaks being addicted to piracy?—I have heard of them being found with Malays, as pirates, but never heard of them as a race of pirates.

36. When you say you had heard of Malay Soloo and Illanun pirates, do you speak of them as a race of pirates?—No; when I stated that I had not heard of the Dyaks being a race of pirates, I meant that I had read of them being along with, and compelled to join, Malays. Both Malays and Illanuns I have known brought in here and tried as pirates, and I spoke of them from my own knowledge of having been convicted of piracy in this Court.

37. You stated that you had read of Dyaks being pirates previous to 1842, so that you had heard of it?—Yes.

38. Do you recollect when you first read of their being pirates?—The first time I read of them being obliged to join the Malays was in the "Free Press" of Singapore.

39. About how long before 1842?—I cannot recollect the date; but it was in the "Free Press" I read of them being obliged to join the Malays.

40. Did you ever read of them being obliged to join the Illanuns?—I may have done so; I cannot remember. I have heard of the Illanuns carrying them off from the coast.

41. Are you quite sure you have never read in the newspaper of Singapore, or heard, before 1842, of their being voluntary allies of the Malays in piracy?—I have heard of them going head-hunting before 1842, one tribe against another, but I don't remember them ever being accused of piracy till that period, 1842.

Mr. Guthrie states:

Reasons for my thinking that the Dyaks were pirates by compulsion, were a number of natives brought to Singapore by an Illanun pirate-boat, some of whom stated that they were there on compulsion. I don't know if these were Dyaks.

Mr. Prinsep.

42. On this occasion was there an investigation made?—There was a trial of these Illanuns, a number of whom were convicted. There were, I think, a number of slaves, some of whom had been taken on the coast; I forget whether Borneo or the Malay coast. On that account, though the piracy was clearly proved against them, none of the pirates taken were hanged. This left an impression on my mind that the Dyaks were not pirates and proper subjects of punishment. I only prayed inquiry, and this was my only object in signing the letter to Mr. Hume. It was never the intention of myself or others, in signing the letter to Mr. Hume, to come forward as the accuser of Sir James Brooke or any one else.

(Signed) J. GUTHRIE.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

(No. 18.)

Court House, Singapore, September 24, 1854.

The Honourable Thomas Church, Resident Councillor of Singapore. (Called by Mr. Woods.)

On being sworn, states:

By Mr. Woods.

1. How long have you been a Resident Councillor of Singapore?—For upwards of seventeen years.

2. Has your official capacity brought you in frequent contact with native traders?—Yes.

3. During the whole time of your residence here, have these native traders communicated to you any matters of importance relating to piracy and pirates?—Not unless I made particular inquiry of them.

4. Has your attention been directed to pirates?—It has, often.

5. State the particular kinds of pirates they have informed you of.—In 1843, in consequence of the number of piracies that were reported to have occurred, I deemed it my duty to bring the matter to the notice of the Government here. The Supreme Government of India was, I fancy, rather astonished at my report, and I was called on for an explanation, and for my reasons, which elicited a letter in explanation, which, with permission, I will read. It contains twenty-two paragraphs, with list of inclosures from No. 1 to No. 17. It is dated September 18, 1843. (Witness read such parts of the letter as related to the coast of Borneo.)

6. In the paper drawn up for the information of the Government of India, state upon whose authority and information you wrote it?—The information contained in my report to Government was elicited from the Government records and the public press.

7. Were reports of piracy frequently received at Singapore prior to 1843?—Yes, doubtless.

8. Will you state the different descriptions and names of the pirates who were reported?—Malays, Chinese, Balaninis; Illanuns and Soloos I include under the designation of Malays.

9. Do you remember if, in 1843, reports were received here that the pirates were interrupting the trade between the coast of Borneo and Singapore?—It is impossible for me to remember dates.

10. Did you, at any time in May 1843, receive information that a fleet of pirates was on the Borneo coast, interrupting the trade between Borneo and Singapore?—I do not remember.

11. Do you remember whether the "Dido" was at Singapore in May 1843?—It is perfectly impossible for me to remember dates without referring to the records.

12. If you gave any official information on the subject of pirates, would it appear in the records?—Certainly.

13. Did you give any official information to Captain Keppel in May or June 1843?—The only letter I wrote to Captain Keppel was on the 30th of June, 1843, regarding the proceedings of Her Majesty's ship "Dido" on the coast of Borneo.

[Witness withdraws.]

October 6. Witness resumed.

14. State the various kinds of pirates that infest the Eastern Archipelago?—Chinese, Malay, Illanuns, Balanini, and Soloo, also a class of pirates called Orang Saut, who commit petty depredations; and I have also heard of late years of the Dyaks being pirates.

15. In what way do these Dyaks interfere with trade?—By plundering native boats, and carrying off the crews and passengers as slaves or captives.

16. State how far the piratical cruizes of the various classes of pirates extend?—The Illanuns cruize, I believe, in most parts of the Archipelago; the Chinese are principally confined to the China Sea, Gulf of Siam, and the neighbouring seas to this island. The Orang Saut and Galang pirates seldom go far out to sea; the Malays, Balanini and Soloos I class with the Illanuns; the Dyaks, I believe, confine their depredations to rivers and the coast of Borneo.

17. Do you think it probable that trading prows have arrived at Singapore, and not reported instances of piracy they have witnessed during their voyages?—I think it very probable that traders would not report any cases of piracy in which they were not themselves sufferers.

18. Do the natives usually state the simple fact, or exaggerate the events of which they give any account?—There is no doubt they are given to exaggerate, as for instance the Chinamen whose statement was taken before me, dated 27th April, 1843: instead of 120 boats, as he stated, it is highly probable the number did not exceed 30 or 40 boats.

19. When did the Court at Singapore receive Admiralty jurisdiction?—In 1837.

20. Were occurrences of piracy frequent before that time?—Certainly they were.

21. What description of pirates do you refer to as existing prior to 1837?—Illanun, Galang, and Malays.

22. Do you remember any instance, since the Court has possessed Admiralty jurisdiction, of pirates being tried?—Yes, I remember two instances, and no doubt there have been others which can be ascertained by referring to the records of the Court.

23. Will you state what two instances you particularly remember?—One was a Malay piratical boat which captured and murdered part of the crew of a trading prow on the east coast of the Malay peninsula; the other, a party of Balaninis, who were captured, I think, by the "Diana" on the east coast of the peninsula.

24. Were the prisoners in these two cases convicted, and how were they disposed of?—Several individuals in both cases were found guilty, some of them executed, and others transported for life to Bombay.

25. Can you say whether the statement of Tan-Song-Que, in Parliamentary Paper No. 4 of 1852, which states, "Before me at Singapore, this 27th day of April, 1843," was on oath, or affirmation, or simply a mere statement?—A mere statement; there was no judicial inquiry.

26. Can you state what pirates are meant or referred to in the statement?—I think Illanuns and Balanini pirates.

27. Do the Dyaks ever allow persons to redeem their adult male captives?—My acquaintance of the Dyaks' habits is not sufficiently minute to give a positive answer; but the impression on my mind, from what I have heard, is, that heads are considered by the Dyaks of equal value as money.

28. When do you recollect first to have heard of the Dyaks being addicted to piracy?—It is impossible for me to mention the precise period; but it was prominently brought to my notice about the time Captain Keppel, of Her Majesty's ship "Dido," went to the coast of Borneo in 1843.

29. Had it been notorious that any of the Dyaks tribes were pirates, and interrupted the trade between Borneo and Singapore, do you think you would have heard of it?—I think I should, if trading-boats between Borneo and Singapore had been attacked on their voyage and escaped.

30. Referring to your letter addressed to Captain Keppel, dated 30th June, 1843 (Parliamentary Paper No. 4 of 1852, p. 6), will you state who were the notorious pirates mentioned in the second paragraph of that letter as infesting the coast of Borneo for a period of years past?—Pirates of all classes and nations.

31. When writing the second paragraph of that letter, did you intend any special reference to the Dyaks of Borneo?—The Dyaks were doubtless included, as will be seen from the tenour of the letter.

32. Referring to Parliamentary Paper No. 143 of 1851, can you state whether the statement made by Dowick Malay and Madout were taken

on oath, or affirmation, or were they simple statements?—Statements only, and not on oath.

33. State the circumstances under which these statements were taken, and at whose instance?—As far as I remember, they were taken at the request of the Governor of the Straits on account of some doubt he entertained as to the question of piracy on the coast of Borneo.

34. Were they taken after the attack of Captain Keppel in 1843 and 1844?—I cannot speak from memory, but the dates will show the fact.

35. In both statements there is a special reference to the Singa tribe of Dyaks, and to Seriff Jaffier their chief; can you state why and at whose instances these special references were made?—I cannot remember after ten years.

36. Did it cause surprise in your mind Captain Keppel's expeditions against the Serebas in 1843 and the Sakarran in 1844 being undertaken without there being any evidence of specific piratical acts alleged against them?—It did not cause surprise at the time; I presumed he had sufficient evidence before him to justify his proceedings.

37. Did you inquire of Captain Keppel at that time, or at any time before or after, whether he had before him any evidence which would justify the expedition undertaken?—It would have been impertinent and insulting for me to ask such a question of an officer of high standing in Her Majesty's service.

38. Then you took for granted that Captain Keppel had such evidence before him when the expeditions in question were undertaken?—I had nothing at all to do with the matter, I had no right to inquire.

39. Before the expeditions of Captain Keppel in 1843 and 1844 had you heard of any specific acts of piracy committed by the Serebas and Sakarran Dyaks?—I do not think so, though I may have done so.

40. Were you in the habit of sending to the local journals any particulars of acts of piracy of which you were informed?—Yes, and I do so to this day.

41. Have you read in the "Free Press" the evidence given before the Commissioners by M. Bondriot, late resident of Pontianak?—I have perused it; but not with much attention.

42. It is there stated that 400 persons were killed on the coast near Sambas by the Serebas and Sakarran Dyaks; do you think such a wholesale slaughter could have taken place since the time you have been at Singapore without such a circumstance being reported to you by native traders from the coast of Borneo, or residing at Singapore?—It might have occurred.

43. Have you any recollection of such a circumstance as 400 persons being slain, as stated by M. Bondriot?—No.

44. Has much discussion arisen out of the attack and slaughter of the Dyak tribes, on account of their being charged with piracy?—Yes, both in Europe and Singapore, judging from their voluminous papers which have been published.

45. Have you conversed with the officer who took part in the various expeditions?—Yes.

46. Has the effect of their descriptions of the Serebas and Sakarrans, and the onslaught made upon them, left any impression on your mind, and what impression, favourable or not favourable to the character and mode of conducting the expedition?—(This question was considered unnecessary by the Commissioners, and the witness was not called upon to answer.)

47. Can you state what expeditions have been undertaken against the Balanini and Soloo pirates by Her Majesty's ships of war?—I cannot say there has been any expedition specially against them; but men of war have been repeatedly ordered to cruize on the coast of Borneo and other places for the suppress of piracy in general. Captain Massie, of the "Cleopatra," went to a port called Long-koo, on the coast of Borneo, and destroyed the place. The Dutch and the Spaniards have also been particularly active in suppressing piracy in the Eastern Archipelago.

48. Do you know of any instance of the Dutch or Spaniards sending an expedition against the alleged pirates of Borneo?—I do not remember any, but they may have done so.

49. Between the attacks of Captain Keppel on the Sakarrans, in 1844, and the attacks of Captain Farquhar on the Serebas and Sakarrans, in 1849, did you receive any information from native traders that the Serebas and Sakarran Dyaks were interrupting the trade between the coast of Borneo and Singapore?—I cannot remember any special case being brought to my notice.

Mr. Church hands in to the Commissioners certain papers, viz.:

1st. A letter dated 30th November, 1852, from Mr. Joseph Hume to the Resident Councillor of Singapore.

2nd. Reply to the above, dated 7th February, 1853.

3rd. Copy of a statement made by Nakodah Trang, an inhabitant of Singapore, before the Marine Magistrate; and other statements, all copied from the "Singapore Free Press," the original statements being mislaid.

4th. Statement by Tan-Sing-Que.

5th. Letter from the Resident Councillor, dated 18th September, 1843.

6th. Letter from "Singapore Free Press," signed "V.," dated 3rd August, 1843, understood to be written by Sir James Brooke.

7th. Statement taken from "Singapore Free Press" of 3rd June, 1847, original documents being mislaid.

8th. Letter from the Resident Councillor of Singapore, dated 1st July, 1843, to the Resident of Rhio.

9th. Reply to ditto.

By Mr. Devereux.

50. Can you state how far intelligence of events happening on the coast of Borneo, usually becomes public at Singapore?—They are communicated by gentlemen residing at Sarawak, at Labuan, and by traders.

51. There was mention made of 400 persons having been killed by Dyaks on the coast of Sambas; could that event happen there without any knowledge of it reaching Singapore?—I should scarcely think so; it would be communicated by trading-boats, and by the people of Sarawak; but if it happened before Sir James Brooke went to Sarawak, it might have happened without my hearing of it.

52. How could it happen without you and other well-informed persons here hearing of it (previous to Sir James Brooke being at Sarawak)?—Its occurring on shore; and I have reason to believe that great enormities are often committed in Malayan States without any intelligence of them reaching here.

53. Then do you draw from the intelligence of attacks on the Serebas and other parts of the Borneo coast, not having reached this, an inference that they have not been made?—They might happen without my hearing of them; for instance, Salungur is between this and Penang, and twenty murders might happen on shore there without any one here hearing of them.

(Signed) T. CHURCH.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

Thomas Church, Esq., Resident Councillor, Singapore.

Sir, *London, November* 30, 1852.

(No. 1.)

In the paper laid before Parliament (No 4 of this Session), there is a letter of yours, dated 30th June, 1843, addressed to Captain Keppel, of the "Dido," in which you applaud the proceedings of Lieutenant Wilmot Horton and Captain Keppel, against the "Piratical Settlements of the Serebas river, in June 1843."

If you have any recollection of giving your high approbation to the sacking and burning of the Settlements of Paddie, Pakoo, and Rembas, and to the burning of the country, the cutting down trees, and to the laying waste the country on each bank of the Serebas river for 100

miles, as Captain Keppel reports, that "it is impossible to imagine a richer or more beautiful country, or one more gifted by nature; the houses were full of grain, the whole country studded with cottages and fruit trees, all of which were destroyed, and the poultry, goats, bullocks, &c., carried off."

All this injury, cruelty, and murders, were committed under the plea and pretence of Sir James Brooke, that they were pirates, and had plundered the commerce on the coasts of Borneo.

Will you allow me to ask whether you ever knew an inhabitant Dyak of Paddie, Pakoo, or Rembas, who was guilty of piracy, in the high seas, or coast of Borneo? and if so, I hope you will state the place and time when such acts of piracy took place.

The laying waste by fire and sword of an inland country for 100 miles and more distant from the mouth of the river, is an act of no ordinary importance, attended with immense sacrifice of life and property; and I hope you will consider it an act of duty to the public, and in vindication of your own character, to give an explanation of the grounds for your approbation of Captain Keppel's and Lieutenant Wilmot Horton's wholesale murder and plunder. I shall await your answer with great anxiety in furtherance of a public duty I owe to my country and humanity, to elicit the truth or falsehood of these acts, which appear to me so atrocious and so disgustful to the perpetrators, and to the Govern ment, and to every person who gives their approbation to them.

I consider Sir James Brooke as the adviser, and the man chiefly responsible for all these piratical expeditions; and as they have been committed, and are approved of as the means of promoting commerce and of extending the gospel and Christianity amongst the inhabitants of Borneo, it is most important that we should have the whole truth respecting them, for the information of Parliament and of the civilised world.

I remain, &c.
(Signed) JOSEPH HUME, M.P.

(No. 2.) Sir, *Singapore, February* 7, 1853.

I have been honoured with your note of the 30th November last, which reached me a few days since.

My reply to the letter dated the 23rd June, 1843, from Captain Keppel, of Her Majesty's ship "Dido," was written in such terms as the tenour of tha tofficer's despatch, and the then general opinion as to the piratical character of the Malays and Dyaks residing in Borneo, appeared to me to warrant.

During the last ten years, the attention of the British public, and officials also, has been particularly directed to Borneo and its inhabitants, which, doubtless, has tended to impart more accurate information relative to the position and warfare of the Dyak tribes than formerly obtained.

I have resided at this Settlement since 1837, and from my official position have, from time to time, had opportunities of conversing with numerous native traders resorting to the port; and my conviction is, that the Dyaks do not proceed far out to sea for piratical purposes, in the same manner as Lanoon and Malay pirates; they, however, occasionally cruize along the coast, and if opportunity offered, would not hesitate to attack trading-boats for plunder and heads.

I remain, &c.
(Signed) T. CHURCH,
Resident Councillor.

To Joseph Hume, Esq., M.P.,
&c. &c. &c. London.

(No. 3.) A Malay, named Nakodah Trang, an inhabitant of Singapore, has given the following particulars at the Marine Magistrate's Offices. He states that he left Singapore on the 15th day of the month Mohorum, last year, in his own trading prahu, in compaany with seven Bugis'

prahus; eight days after leaving Singapore, off Pulo Matta Seree, on the coast of Banjar, they fell in with twenty Illanun piratical prahus, by whom three of the Bugis' prahus were captured, while the other five vessels, by favour of a fresh breeze which sprung up, made their escape. Nakodah Trang then parted with the Bugis' prahus, and went into Pogatan. Here he found ten armed prahus sallying forth against the pirates, some of the inhabitants of the place having been captured by the pirates a few days previously. He left Pogatan in the end of the month, and steered for Passir, the port to which he was bound; but meeting off Tanjoong Dewa with a captured boat which was bespattered with blood, he got alarmed, and put into Qualla Changgal, opposite to Tanjoong Dewa. Here he remained for fifteen days, and during that time he saw many piratical prahus going out and in. The Rajah of Changgal, called Rajah Mas, he says, supplied the pirates with rice and other provisions, in return receiving captives from him. A great many Javanese are captives in the place. The families of the pirates reside at Qualla Manoogul, which is a place containing about forty huts. The Rajah lives further inland.

(No. 4.)
Singapore "Free Press," July 1, 1847, No. 26.

The statements of several of the captives rescued and brought here by the "Nemesis" having been taken at the Marine Magistrate's office, we propose giving the substance of them, in order to show the nature and extent of the operations of the pirates, and the cool and systematic manner in which they conducted their proceedings. Only a very few of the unfortunate captives were picked up by the boats of the "Nemesis," and brought here, the greater number having fled into the jungle at Borneo; but we hope we shall soon hear that, through the exertions of the Sultan, they have been collected together, and put in the way of proceeding to their homes. A large number of captives are probably still in the hands of parties of the pirates, who seem to be out this season in very large bodies; and it is probable that we shall, ere long, hear of their presence elsewhere. We hope that this will be their last season, and that measures will speedily be taken to free the seas of the Indian Archipelago from the infliction of these wretches, whose continued presence and proceedings are a reproach and disgrace to the European Powers, who have so long permitted such practices to be carried on with comparative impunity. We now subjoin the statements above referred to:

Ibrahim, a native of Sinkep, with four companions, left that island in a sampan, about two months and a-half ago, in search of gutta percha, round the south side of the island, and were returning, after a month's absence, when they were captured by a fleet of six Balanini prahus, the men being distributed into the different boats, and their sampan broken up. There were about twenty captives in each boat, who were kept bound hand and foot. The pirates immediately sailed for the Tambelan Islands, where they captured a Sambas boat, laden with rice, after a short resistance, in which the nakodah of the boat was killed. The boat was plundered, the crew (four men) taken out, and it was then set adrift. They then shaped their course for Borneo, and off Sarawak river were joined by two other piratical prahus. After passing the Tambelans the prisoners were unbound; and on arriving off the mouth of Bruné river, Ibrahim jumped overboard during the night time, and swam ashore. He was taken care of by the Sultan, and on arrival of the "Nemesis" at Bruné, he was sent on board. Being in the "Nemesis" when she fell in with the piratical fleet of Pulo Moora, he did not see amongst them any of the prahus by which he had been captured, although they were of a similar description.

Jah-jah, a native of Banka, about three months ago, was about to proceed, with seven companions, with cargo to a Dutch schooner, when they were seized and taken by nine Balanini prahus, amongst which they were distributed. The pirates then proceeded to Pulo Dooh, where they remained four days, from thence to Pulo Kadjang, where they stayed nine days, and from thence to Pulo Sayer, from whence, after a stay of

nine days, they sailed for Sinkep. They attacked three Jambie boats laden with rattans, took the crew of one of them, consisting of seventeen men, but the crews of the other two made their escape. The boats were set adrift. The next two boats attacked were laden with rice, which they took, but the crews made their escape; one boat was scuttled and the other retained. After this they captured three boats, but one of them having Hadjees on board, these pious robbers let them go, only taking the rice: the crews of the others were kept, with the exception of an old man and a young child. They then touched at Pulo Loho, in Dyak bay, where they landed and captured three women and an infant. They then cruized about on their course to Borneo, landing on the islands, and helping themselves to whatever they required. They fell in with and sunk a large prahu, of which the crew escaped in their boat. Before reaching Borneo, they were joined by two prahus, thus making a fleet of eleven in all, which shortly afterward fell in with the "Nemesis." The prahu in which this man was having sunk, he was taken with the rest on shore, but making his escape, he was picked up by the English boats.

Tay-Ah-Kee, a Chinchew Chinaman, who has resided in Banka for about ten years, was, with nine others, upwards of three months ago, captured by the pirates, when they were in a boat fishing. They endeavoured to effect their escape, but were fired upon, and had spears thrown at them. The pirates were those mentioned in Jah-Jah's statement. One of the fishermen being taken on shore to point out fresh water made his escape, and another jumped overboard.

Yeo-Aman, a Chinese resident in Banka for seven years, was captured by pirates, together with seven companions, while they were asleep in their huts on the beach, about four months ago. There were nine pirate prahus in company, and while Yeo-Aman was with them they touched at Tanjong Neoh, and passed Mintow. They entered a river called Antam, and took a Dutch cargo boat and eight Malays, who formed her crew. At Soongay Blukan, a woman and two children were captured, after which they proceeded to Tanjong Blukan. The villagers sallied out in five or six boats, on which the pirates proceeded to a small island where they remained for ten days, waiting for other prahus to join them; they then continued their cruize towards Sinkep, and fell in with the three Jambie boats. They captured a number of other boats, and proceeded towards Lingin; but seeing twelve or thirteen boats coming towards them, they altered their course, and after three days' sail came to a small island, where they remained for about a week cleaning their rice. They then reached Sianton, off which they cruized for a day, sending their small boats to the shore. From this island they took three or four men, ten women, and upwards of twelve children. They next reached Bungoran and Soobie, capturing a few of the natives; and finally, being joined by other two prahus, they proceeded to Borneo, where they fell in with the steamer "Nemesis." During the action the prahu was much riddled by the shot, and this captive was forced to bale out the water. He fled on shore with the pirates, but afterwards took refuge in one of the steamer's boats.

The above is the substance of the information contained in these statements, and it certainly reveals an extraordinary state of things to have been passing amongst islands over which the Dutch claim exclusive rights, and on some of which they have extensive establishments.

(No. 5.) Singapore "Free Press," June 3, 1847, No. 12.

On the 19th ultimo, five Bugis men arrived here from Pontianak, all five of whom shortly before had been in the hands of pirates, from whom they had made their escape. We may briefly notice their several stories, as throwing some light upon the subject of piracy. Two of them, Mahmoody and Tamboonghoo, inhabitants of Passier, on Borneo, sailed from thence about eight months ago in a prow bound for Grissee, having a cargo of rattans, bees' wax, and gold dust, and a crew of twenty men. They arrived at Grissee in two months, and remained there other

two months trading; they then left for Passier with a return cargo of China copper money, valued at 2000 Java rupees. About fifteen days after leaving Grissee, they fell in with sixteen prahus, one morning at daylight, by which they were chased and attacked. They offered a stout resistance, but the nakodah being shot, about dusk they were boarded, and the prahu was immediately plundered and sunk by the pirates. The crew were then divided among the piratical boats. The pirates were from Ballanginghey (in Borneo), and cruized about, afterwards capturing a fishing-boat, with two men in it, and at last arrived at Pulo Chabey, an island off Pontianak, where four of the captives, with some of the pirates from the different boats, went on shore to obtain firewood and water, and the captives thus meeting again, planned to escape, which they effected by swimming over to the mainland in the night time, from whence they proceeded to Pontianak, about fifteen days' journey, subsisting on the shoots of the neebong tree. Another man, Buloo, a native of Sinka, in Celebes, left that place in a boat for Bostoon, Surabaya, and Bally, with a crew of fifteen men. They set out from Bally about four months ago, with a cargo of tobacco, oil, and coarse dresses, &c., bound for Passier; and about a month after leaving Bally they were attacked at daylight by about twenty-four Ballanginghey piratical prahus, by whom they were taken prisoners, and their boat plundered and sunk. The nakodah and two of the crew were shot in the fight, and the rest were divided amongst the pirates, who afterwards rendezvoused at Pulo Chabey, where he effected his escape by swimming on shore from the boat in the night time, while the pirates were asleep, and proceeded towards Pontianak, which he reached with four others, who had also effected their escape as above related, and who overtook him on the way. The other two men, See Koopah and See Matoojoo, state they are natives of Bugis Boni, which they left about four months ago, in a boat with a crew of twelve men, bound to Mangrae in search of tortoise-shell and beche de mer. About twenty days after sailing, they met and were attacked by sixteen Ballanginghey piratical prahus. The nakodah and steersman were shot, and the rest taken prisoners, and their boat plundered and sunk. They afterwards made their escape from Pulo Chabey as before mentioned.

The pirates appear to be uncommonly numerous as well as industrious this season, as accounts are received from all quarters of their unwelcome visits. We learn that they have visited the islands off the east coast of the peninsula, about twenty men having been carried away from Pulo Siantan, and four from Pulo Jamajah, some two months ago.

Tan-Song-Que states:

I am nakodah of a tope, and arrived last night from Pontianak; left that place nine days ago. The coast of Borneo is swarming with Illanun and other pirates; there is a fleet of 120 boats near Tanjong Datoo; I saw them. The pirates had captured one tope belonging to Pontianak, and two other trading-boats. The nakodah of the tope was an Arab, who was detained until redeemed for 200 dollars by his relations at Pontianak; the pirates released the crews, and allowed them to return on shore. The tope which was captured was bound to Singapore, with a cargo consisting of yams, rattans, and some gold.

Before me, at Singapore, this 27th day of April, 1843.

(Signed) T. CHURCH,
Resident Councillor.

Extract from letter addressed by the Resident Councillor at Singapore to the Honourable the Governor of the Straits Settlements, dated 18th September, 1843, No. 303.

(No. 6.)

I have had the honour to receive your communication of the 29th ultimo, transmitting transcript of a despatch No. 617, dated 19th June, from Mr. Under-Secretary Turnbull, requiring to know the grounds for

the statement made by me of the number and atrocity of piracies in the neighbourhood of Singapore and coast of Borneo, and of the participation in the crime by natives residing under British rule.

2. The information desired by Government has been already partly furnished by Captain Keppel of Her Majesty's ship "Dido," a copy of whose proceedings on the coast of Borneo I had the honour to forward to your office on the 18th July, and on the 24th of the same month I transmitted a reply from the Resident of Rhio to a reference which I esteemed it my duty to make to that functionary concerning an attack made on the boats of Her Majesty's ship "Dido."

3. If any doubts previously existed as to the formidable character of the piratical hordes on the coast of Borneo, Captain Keppel's report will, I apprehend, place the matter beyond all dispute. In my letter to Captain Keppel, dated 30th June, paragraph 6, I ventured to remark that they (pirates) have in a manner been allowed to commit with impunity the most fearful and dreadful outrages, there being no naval force to keep the marauders in check; and in the concluding part of the communication already cited, I took upon myself, in the absence of the Governor, to suggest that the senior naval officer in the Straits be directed to make arrangements for either a ship-of-war or steamer to cruize periodically on the coast of Borneo. Should such a plan be adopted, and followed up with vigour, it will, I am persuaded, be productive of essential benefit to commerce, and tend to prevent the recurrence of outrages by formidable fleets of pirates similar to those which, it is to be feared, were too common previous to the recent operation of Her Majesty's ship "Dido."

4. Her Majesty's ships "Samarang," "Harlequin," "Wanderer," and the steamers "Vixen" and "Diana," having lately been on the coast of Borneo, is calculated to do good, and to impress upon the minds of the piratical chieftains the extent of our power, and the desperate risk they encounter by venturing to sea with any considerable number of boats. It will be seen on reference to Inclosure No. 15, that in March last there was a fleet of about 120 piratical boats congregated near Tanjong Datoo. Inclosure marked A, descriptive of the pirates which infest the coast of Borneo, was written by Mr. Brooke, who is, in a peculiar manner, competent to impart correct information,

20. As far as my knowledge extends, I am disposed to think piracy generally has rather decreased than otherwise in the Straits of Malacca. One thing is certain, formidable Illanun, Soloo, and Gaylong fleets, which formerly committed extensive ravages, have scarcely been heard of since a steamer has been permanently stationed here, and the check the pirates received in 1836, when Captain Chads and Mr. Bonham were nominated joint Commissioners for the suppression of piracy.

(A.)

To the Editor of the Singapore "Free Press."

Sir,

(No. 7.)
From the Singapore "Free Press," August 3, 1843, No. 31.

The suppression of piracy in the Archipelago is a subject of such importance, that a brief account of the proceedings of Her Majesty's ship "Dido" will be found interesting, and cause regret that she should have quitted the station when but entering on a career so likely to have proved permanently useful.

Piratical habits are so interwoven with the Malay character, that the mere capture of a few prahus will have but a small effect in curing the evil, and whilst a harassing duty is encountered, the result is only to drive the pirates from one cruizing-ground to another. On the contrary, a system which, joining conciliation with severity, aims at the correction of the native character, as well as the suppression of piracy, and carries punishment to the doors of the offenders, is the only one which can effectually eradicate an evil almost as disgraceful to the European nations who permit, as to the native States engaged in it.

In order to enable your readers to understand this subject, it will be necessary to mention the different descriptions of pirates, their various localities, and the principal scenes of their depredations.

First are the Illanuns of Magindaro, and numerous settlements of the same people to the north and north-east of Borneo Proper. These pirates often assemble in fleets of fifteen to twenty prahus, and cruize for two years, or even longer, shifting their ground when food or plunder become scarce.

Nearly similar to the Illanuns are the Malukees or Jillolo, and the Balaninis from the vicinity of Sooloo, excepting that the latter are worse provided with fire-arms, and distinguished by using long barbed spears, with which they hook their captives. The cruizing grounds of these pirates are chiefly the coasts of Borneo and Celebes, and towards the eastward as far as Papua, whence they obtain some of their slaves.

The Dyaks of Borneo are a different class of pirates from the foregoing, and if less formidable to the direct trade, are far more destructive of human life. The most powerful of these tribes are the Dyaks of Serebas and Sakarran, inhabiting continuous rivers, situated in the deep bight to the southward and westward of Tanjong-Sirik (or Tanjong-Sisor of charts), on the north-west, east of Borneo.

In each of these rivers, mixed with a numerous Dyak population, are from 800 to 1,000 Malays, who encourage and accompany the more ignorant natives on predatory and head-hunting excursions. Once or twice each year from 60 to 100 war-prahus, containing a body of from 3,000 to 4,000 men, sally forth and carry desolation along the coast, whilst at all seasons small parties steal into the river, and destroy all they meet. From their speed they defy the pursuit of European boats, and from their crafty and sudden mode of attack they are always dangerous.

Numerous examples might be given of their temerity, but it will suffice to mention generally, that 300 Chinese and Malays were cut off in one night some years ago, and that within the last eighteen months a small Malay village was surprised, and about 60 of the inhabitants massacred. In short, these Dyak tribes have long been the terror of the coasts of Borneo, and for many years beyond the control of any Government, having three times defeated the attempts of the Sultan of Borneo to reduce them.

Besides these different classes of direct pirates, it must be borne in mind that most Malay communities will commit acts of occasional piracy when tempted by the chance of impunity, and that piracy in general is mainly fostered and encouraged by Malay Chiefs, who receive the Illanuns and others on friendly terms, and drive a profitable trade with them.

Such is the general description of the north-west coast when Captain the Honourable Henry Keppel resolved to visit it in Her Majesty's ship "Dido." After passing the entrance of the Sambas river, the pinnace and two cutters were dispatched along the coast, and at Marundun, a low island near Tarjoong Api, fell in with five large Balanini prows, who saved themselves by their speed, having cut away their smaller boats. Proceeding from Marundum to Sirhassan Island, the three boats were attacked early in the morning by six native prahus, and after a sharp engagement of a few minutes, three out of the six were captured, with twelve or more men killed, and a considerable number wounded.

The judgment and forbearance of Mr. Horton, the first lieutenant, were conspicuous, for on learning that the attack had been made by the islanders, he consented, on their properly applying to him, to give back the prahus, and allowed the assistant-surgeon to assist the wounded. These islanders are a trading people, combining occasional acts of piracy with their more peaceful occupations, and the severe example they received, together with the subsequent humane and conciliatory conduct towards them, is calculated to produce the best effects, and instead of exasperating them against Europeans in general, it tends to produce a favourable impression of the British character, and to convince them how superior we are in humanity as well as valour. Under the circumstances, a course of undistinguishing severity would have been making

pirates rather than curing the evil habits of education and impunity, amongst a people not otherwise bad.

The effects of Mr. Horton's lenity were not long before they became apparent, as letters were received from the principal men of the islands of Sirhassan and Sobi, admitting how wrong they had been, expressing their gratitude for the mercy shown them, promising in future never to commit any acts of piracy, and requesting, if possible, that the boats might be sent again to their islands to drive away the Balaninis.

Whilst the boats were thus employed, the "Dido," off Tanjong Datoo, fell in with three more Balanini prahus, which, after a narrow escape from her 32-pounders, got away. On the arrival of the "Dido" at Sarawak, a native boat belonging to Mr. Brooke, manned by her crew, was sent again to cruize off Tanjong Datoo, and a few days after was attacked, before daybreak, by two Balanini prahus, whilst a third remained a witness of the engagement. The two prahus soon discovered their fatal mistake; and after a brief and sharp struggle, one was captured, her crew killed, or driven into the jungle, and the other barely effected her escape, with a severe loss in killed and wounded.

At Sarawak, Captain Keppel having made himself acquainted with the state of the coast, its various rivers, the character of the Chiefs governing each, and how far they encouraged piracy, and having satisfied himself of the character of the Serebas and Sakarran tribes, and the frightful amount of their depredations, resolved to attack the former place, as the most powerful and the most lawless of the two. To have attempted the suppression of piracy without this attack would have been entirely useless, and on the result depended the native opinion of the British prowess. The natives generally, and more especially those interested in the fate of Serebas, derided the idea that a mere handful of men could, in open day, take places which for years had defied the assaults and the powers of Borneo.

The pinnace, the two cutters, and the native boat already mentioned, manned from the "Dido," were accompanied by a few native prahus, and started for the Serebas river, leaving the ship (on account of the shoaliness of the water) anchored at sea.

On the day following, at the entrance of the river, seven piratical prahus were seen and chased by the native boats; one captured, and the rest driven back.

The Serebas river may be described as a fine, broad and deep stream, as far as fifty miles from the sea, with rapid tides and level banks. About thirty miles from the entrance is the mouth of the small River Rembas, with a town of the same name situated on its banks; and about the same distance beyond Rembas is the River of Paku, with the town so called, nearly a flood-tide distant from its junction with the main stream. The main stream, after passing Paku, becomes shoal and narrow, and the forts and town of Paddie are situated up it about twenty-five miles.

Paddie was pitched upon as the point to be first attacked, on account of its being the residence of the most powerful and the most notorious of the piratical Chiefs, and reputed to be stronger than the other places.

Being ignorant of the locality, the boats ascended the river steadily, and towards sunset of June 11th advanced to the attack of Paddie.

The town was defended by two forts, standing on a tongue of slightly-raised land at the confluence of the two narrow streams, Paddie and Liar. The river was crossed by two booms, formed of forest trees, made fast with plaited rattans, and the sides spiked with strong wooden posts. The forts were crowded with men, with a large body ready to assist outside, whilst either bank was lined and each eminence crowned with Dyaks, lying in wait to throw their spears, or with the wildest yells and threats hoping to deter the advance.

The boats dashing at the first boom, were brought up by it, and received the enemy's fire, returning it with musketry; when, after a time, breaking their way through, they advanced, firing, up to the forts, with considerable execution, and the crews landing, took possession, the enemy having evacuated the place.

On the following day the pinnace and the two cutters, with some

small native boats in company, proceeded up the river; and after overcoming many obstacles, caused by trees felled across the stream, arrived at dusk at a shoal-bank, with a strong barrier of wood behind it. The enemy here made a stand; and the tide being at ebb, and the water too shoal for the boats to pass, a position was taken up for the night under the left bank of the narrow river.

The night was one of excitement, as the natives several times stole down to the edge of the jungle, and attacked the boats, whilst an occasional fire was kept up from their position on the wooded hill ahead. Few of the party will forget the interest of the scene: the rapid and effectual replies of musketry to their native assaults; the wild yells; the stillness presaging mischief which succeeded the crackling of a branch beneath the stealthy steps, as they came in hopes of surprising our party, all contributed to banish sleep, and to heighten the effect of place and time.

On the morning following this night of skirmishing, the enemy sued for mercy, and it was granted after they had been made to understand that it was in consequence of their acts of piracy that they had been punished.

When it was proposed to spare the towns of Paku and Rembas, on their giving a proper guarantee for their future good conduct, it was coolly answered by the Malays and Dyaks of Paddie, that those people pirated as much as themselves, and that they had better be punished in the same way.

In the night the boats dropped down the river, and on the following evening reached Paku, situated in a clear country, and on a narrow river.

The disaster of Paddie had evidently produced its effect; the resistance was less stout, and the two forts were carried after the pirates had lost a few men.

The Paku river was ascended for a flood tide beyond the town, and the Dyaks seeing their means of defence useless, again sued for truce, which was granted after a similar warning being given as at Paddie.

From Paku the boats proceeded to Rembas, and after ascending that narrow and winding river for a flood tide, found the place evacuated: the same severe example was made, and the same measures pursued in the interior.

Having thus, in seven days, destroyed the haunts of the most dreaded pirates on the north-west of Borneo, the party quitted the Serebas river, and having rejoined the "Dido" sailed for Singapore.

It is needless to speak of the gallantry of the officers and men of H Majesty's ships, but I may venture to point out what was done, and the beneficial consequences likely to result, or which would have resulted had Captain Keppel been enabled to remain longer to perfect the work so well begun. A party of eighty men, accompanied (for I cannot say assisted) by a few native boats, penetrated 150 miles or more up rivers totally unknown, formidable from their rapid tides and dangerous sand-banks, and occasionally subject to a severe bore, in defiance of a population of many thousands. In seven days they attacked three places, protected by forts, and in two instances defended by large bodies of men provided with fire-arms, and forced the boats up narrow streams in spite of every obstacle from shallow water and barriers of felled trees reaching from bank to bank; thus convincing the natives that in their least accessible haunts they were not secure from the punishment they merited. The fall of Serebas produced an impression along the coast which it would be difficult to convey a just idea of.

Sakarran, the neighbouring piratical tribe, implored that they might not be attacked, promised to forbear from piracy, and offered to deliver up 100 women and children whom they had captured on a piratical cruize, and whom they held in slavery. Two Arab Seriffs, well known as the abettors both of Dyak and Illanun pirates, sought to avert the blow their consciences told they deserved, and were not wanting in professions of future good conduct. These professions are little to be relied on: they offer a sure test of the effect produced on the native mind, and the example thus made on the worst and strongest of the offenders has done

more to extirpate Dyak piracy, and the frightful loss of human life which causes, than any lengthened cruizing at sea.

Under proper superintendence in future the piracy by the Dyak tribes would be at an end, and by firm but conciliatory conduct to the native chiefs a beneficial change might be worked on the native character.

Under the circumstances, the return of the "Dido" to China necessarily causes regret, as Captain Keppel, with a knowledge of the coast and its chiefs, would readily have been enabled to gain an influence over them, to check any piracy being committed or abetted, and to extend his measures, so highly successful with the Dyaks, to the country of the Illanoons to the northward of Borneo, and thus have afforded permanent protection to the trade and to the unfortunate natives from another race of marauders.

The "Dido" carries many warm wishes on her voyage, and even a hope that we may see her once more.

Sarawak, July 1843. V.

To the Resident of Rhio.

Sir, *Singapore, July* 1, 1843.

(No. 8.) I do myself the honour to bring your special notice that Captain the Honourable H. Keppel, of Her Britannic Majesty's ship "Dido," having favoured me with a copy of his proceedings during his recent cruize on the coast of Borneo and adjacent isles, it appears that a boat alleged to belong to the Rajah of Muda engaged in collecting tribute, and others, attacked the boats of Her Majesty's ship alluded to. With a view that the whole circumstances may be made known, I beg to inclose extract of Captain Keppel's despatch to me, and I am sure you will see the necessity of inquiring into the circumstances, and adopt measures to prevent the Rajah Muda's adherents committing piratical acts in future.

I have, &c.

(Signed) T. CHURCH,
Resident Councillor.

To the Hon. T. Church, Esq., Resident Councillor, Singapore.

Sir, *Rhio, July* 15, 1843.

(No. 9.) I have had the honour to receive your letter under date the 1st instant No. 125, inclosing extract of Captain the Honourable H. Keppel's despatch to you, stating that on his recent cruize on the coast of Borneo, in Her Majesty's ship "Dido," a boat, said to belong to the Rajah Muda, of Rhio, employed in collecting tributes, had attacked the boats of Her Majesty's ship alluded to, and in consequence of which I would make the necessary inquiry into the circumstances, and adopt measures to prevent that such piratical acts might not in future be committed by the subjects of the Rajah Muda.

In reply, I beg to inform you, that I have lost no time in bringing the whole circumstances, as set forth in the above despatch, to the notice of the Rajah Muda, of Rhio, and at the same time making every inquiry on the subject, and do myself further the honour to communicate to you the answer I received from his Highness to the same; that is true that he had sent last year some boats from this to the different islands and other territories of the Sultan of Lingen, with that sole object—to collect the usual tributes for the Sultan—and with further instructions to protect the subjects of the Sultan in those places from the depredations and invasions of the Illanuns, who molest them so continually in that part; but in how far the further assertion of the survivors of the boat alluded to, as stated in Captain Keppel's despatch, correspond with the truth, his Highness could not declare. Clear it is, however, that they have first attacked the boats of Her Majesty's ship "Dido" with every fury, and of course no excuse could be pleaded by them or by others in their behalf, giving (his Highness) me further the assurance that the necessary

measures will now be taken by him to prevent that such acts should in future never be happened or committed by the subjects of the Sultan of Lingen, and adding, lastly, to it, that he had considered the release of the boats and men by Lieutenant Horton, then in command of the boats of Her Majesty's ship "Dido," as a pure mark of consideration and commisseration on them.

I have, &c.
(Signed) W. WALBEIDN,
Acting Resident.

(No. 19.)

Court House, Singapore, September 29, 1854.

William Napier, law agent. (Called by Mr. R. C. Woods.)

On being sworn states:

By Mr. Woods.

I have been the Lieutenant-Governor of Labuan, and am now a law agent in the Court here.

1. How long have you resided in the Straits of Malacca?—Since August 1823, with occasional visits to China and Calcutta, until I went home, in 1846. I returned to go to Labuan in 1848, came back here in 1850, and have been here ever since.

2. During your residence in the Straits has your attention been directed to the subject of pirates and piracy?—Yes, since the first, my attention has been directed to pirates in these seas.

3. Has the fact of piracy in these seas been long a matter of notoriety?—Yes, ever since I came to this place.

4. Are these seas (as it were) almost infested with pirates?—There is a great deal of piracy still going on, but not so much as in former years, particularly in the case of Malay pirates, and also the Illanuns appear to have been checked. I have known, and actually seen, piratical Malay prows at anchor in the Straits of Malacca in 1826, at which time the Straits were swarming with them, and for many years afterwards.

5. State the description of pirates your experience has made you acquainted with.—When I first came to to the Straits, the Billitons, a class of Malay pirates, were the most talked of; and I think it was by them that the brig "Commerce" was attacked and carried off to the coast of Java, in 1824. Other pirates also infested the seas under the name of Malays and Illanuns: the depredations of the Malays were on a more limited scale than those of the Illanuns, and appeared to be more immediately confined to the Straits of Malacca, and the adjacent straits and seas, including the coast of Java; while the depredations of the Illanoons extended over the whole of the Archipelago, and they were a much more formidable race of pirates. I never considered the Malay pirates at all formidable to European vessels, and the instances are extremely rare, if any, where I ever heard of the Illanuns or Malays making successful attacks on European vessels at sea; but there is no doubt that the depredations of both were extremely and extensively injurious to native trade.

6. Under the general term of Illanuns what description of pirates do you include?—In the Straits of Malacca, and particularly in Malacca itself, Illanun, or Lanoon, was a name descriptive of any pirate. The Illanuns proper came from the Island of Magindanao, but the name is generally applied without distinction to all pirates from that part of the Archipelago, and often includes the Sooloo and Balanini pirates.

7. Have the Illanun pirates any particular cruizing ground?—They extend their cruizing expeditions over the whole Archipelago, and particularly infested the coast of Borneo.

8. Will you state the particular character of their depredations?—They used to attack any prows on the high seas or coasts, plunder the property, and make the crew captives, and carry them into slavery.

9. During your long residence in the Straits has your attention been directed to the coast and to the people of Borneo?—Yes.

10. State any particulars of the people of Borneo which distinguish them from the inhabitants of any of the other parts of the Archipelago?—The people of Borneo is a wide word; it includes Malays, and other Mahomedans, and a vast number of aboriginal tribes of different habits and customs.

11. By what peculiar term or name are the aboriginal inhabitants known of the west coast of Borneo?—The principal aboriginal inhabitants are Dyaks.

12. Is head-hunting a peculiarity of the Dyak tribes?—Yes, a very marked peculiarity.

13. Is piracy a peculiarity of the Dyaks?—I know of late years that piracy has been attributed to some of them, and that they have been attacked as pirates. I should say the predatory Dyaks of the west coast of Borneo are a race of man-slayers and slave-hunters, and that they ravage the coast in their vicinity for the purpose of procuring heads and slaves.

14. Does plunder form any part of the design of their expeditions?—From all I have heard of the Dyaks, they do not navigate the coast in vessels which would be formidable to native trading-prows, which are generally armed with fire-arms. I should say that the Dyaks mostly aim at the possession of slaves and heads, and I understand that the Dyaks do not take captives for the purpose of selling them into slavery, but to use them as slaves themselves, and to supply their Malay masters.

15. Do Malays take any part in their expeditions?—Yes, they do take part in their expeditions occasionally.

16. When did you first hear of the Dyaks being charged with piracy?—About twelve years ago.

17. Do you remember the circumstances attending the charge then brought against them of their being pirates?—I do not know any particular circumstance connected with this charge of piracy being attributed to them.

18. Can you tell us from whom you first learned that they were given to piracy?—I had long heard of the Dyaks committing the depredations I have mentioned, but it was from Sir James Brooke I first heard of the Serebas and Sakarrans being pirates. I believe it was in 1841.

19. Did Sir James Brooke state any particular circumstances that induced him to charge them with being addicted to piracy?—I cannot now recollect any particular circumstances, but he himself wrote on the subject, and often spoke of their depredations interrupting the trade of the coast.

20. How long had Sir James Brooke been settled at Sarawak when he first mentioned to you the Serebas and Sakarrans as a piratical community?—It was in 1841 that Sir James Brooke first particularly called my attention to the fact of these tribes being piratical communities.

21. How long before that time had you been on familiar and intimate terms with Sir James Brooke?—Very soon after his arrival here, in 1839, I became acquainted with him.

22. Were you at that time editor of the "Free Press" newspaper?—Yes.

23. How long before and after 1841 were you editor of that paper?—I ceased to be editor at the beginning of 1842, and had been so from 1835, which was the commencement of the paper.

24. During that time, from 1839 to 1842, had you frequent correspondence and communications with Sir James Brooke?—Yes, both personal and by letter.

25. During the same period did much appear in the "Free Press" relative to Sir James Brooke's views, conduct, and proceedings?—I think there were several articles relative to Sir James Brooke, and some articles during that time were published with Sir James Brooke's own name.

26. Was all your information respecting the Dyaks during that period, from 1839 to 1842, derived from Sir James Brooke?—I don't know that all my information was derived from Sir James Brooke, as I had read

and written about the Dyaks long before I had ever heard of Sir James Brooke; but I gained a great deal of information from him on the subject. It was during that time that I first heard from him of these communities by name, namely, Serebas, Sakarran, Bulow, Loondoo, Siboryoo, and a great many others.

27. In 1842 did you, at the instance of Sir James Brooke, make an application for the war-steamer "Diana" to be employed against the Dyaks as pirates?—I applied to Mr. Bonham for assistance to send to Sir James Brooke, but not at Sir James Brooke's instance.

28. Did any discussion take place with Mr. Bonham on the subject?—I wrote to Mr. Bonham privately, in the way I usually did, but he never answered my note, and I never heard anything from him, either verbal or by writing, on the subject, and no assistance was sent.

29. How soon after that circumstance of applying for the steamer was an expedition fitted out against the Serebas and Sakarrans?—No expedition, that I am aware of, until Captain Keppel attacked them in 1843.

30. Was Captain Keppel in "Dido" in 1843 at Singapore?—Yes.

31. What month did he leave Singapore for Borneo?—I think in May 1843.

32. Prior to his departure, were reports current at Singapore that a piratical fleet was interfering with and stopping the trade of Singapore?—Yes, the report here was that an Illanun fleet was outside, and I had frequent conversation with Captain Keppel and Sir James Brooke about their meeting them, which they were very anxious to do.

33. Was it to search for and destroy that fleet of Illanuns that Captain Keppel left Singapore?—I cannot say that it was. No doubt it was part of his object to fall in with these pirates, but he was very anxious to visit Sir James Brooke's Settlement on the coast of Borneo, and I think it was with the twofold object that he was induced to go.

34. Was it in 1843 that Captain Keppel's expedition was undertaken against the Serebas?—Yes.

35. Did you receive particulars of that expedition, and from whom?—I did not receive any particulars of the expedition, but it was mentioned in a letter to me from Sir James Brooke.

36. During your residence at Labuan as Lieutenant-Governor did your official situation bring you in frequent contact with native traders visiting the colony?—Yes, such as there were, I saw and conversed with occasionally.

37. During your intercourse with these people, did they ever make any complaint to you of having been chased or attacked by Dyak pirates on the coast of Borneo?—No, never while I was at Labuan.

38. Have you since then heard of any instance of native traders having been attacked by Dyak pirates on the coast of Borneo?—No, I have since heard of no attacks by them on trading-vessels, except what has been written about in the Reports and Parliamentary Papers on that subject.

39. Have you any other information to give to the Commissioners on the subject of the Dyak pirates and piracy on the coast of Borneo?—My information regarding the Dyaks has been derived from others, and from inquiries which I have made, both minutely and carefully, myself, but I can give no information derived from personal experience.

40. Have the inquiries which you have made and the information that you have obtained satisfied your mind as to the piratical or intertribal character of the predatory expeditions of the Serebas and Sakarran Dyaks?—I have no doubt that the Dyaks have intertribal wars and long-standing feuds, and that these feuds and intertribal wars are the origin of many of their expeditions against each other; that their expeditions may also combine piracy, by attacking the smaller trading-prows they fall in with, I also think highly probable; but I have always understood the Dyaks' expeditions to be along coast, close in-shore, and not to extend more than four or five days out of their rivers sailing along the coast of Borneo.

41. The trade of Singapore with the islands of the Archipelago, in what

bottoms chiefly has it been carried on?—In square-rigged vessels and native craft.

42. Has not the proportion of square-rigged vessels in this place within the last few years increased?—I believe it has.

43. You stated that you did not consider the Malay pirates formidable to Europeans, are you aware of an attack made by Keppel in 1844 on the Serebas and Sakarrans?—Yes, on the Sakarrans in 1844.

44. Were there any guns captured from them on that occasion?—Not from the Dyaks of Sakarran, but at Patuson, on the Batong Supar, there were a great many guns captured from the stronghold of Seriff Sahib; the Dyaks of Sakarran live much further up the river.

45. Is Paddie in the Sakarran country?—No.

46. Were there any guns taken there?—I cannot recollect of any guns being taken at Paddie, but I think there was musketry used by the Malays there.

47. Were those Malays associated with the Dyaks?—Yes, it was the Dyaks' country, but there were plenty of Malays there.

48. Here is a "Singapore Free Press," dated 24th October, 1839 (produced by Mr. Aitken, marked No. 3), containing a notice of Sir James Brooke having visited the coast of Borneo; is it the first notice?—Yes, it is the first notice that ever appeared in that paper.

49. Are you aware of any publication previous to that in the public papers, of Sir James Brooke's visit to Borneo?—No, this is the first visit I recollect of.

50. Was the part of the Borneo coast where the Serebas and Sakarrans were well known at that time?—Yes, the coast was perfectly well known by all the traders thereabout, but the Serebas and Sakarrans themselves were never heard of by me by name before that publication. There was both a native and European trade between this and Sarawak, but I do not think any of the traders knew anything of the people of Serebas and Sakarran. I never heard of a trade with Sakarran.

51. Here is a copy of 30th March, 1837, of the same paper. (Produced by Mr. Aitken, marked No. 2). Were you editor then?—Yes.

Mr. Devereux.

52. Explain what you considered the object of the expedition of the Serebas and Sakarran Dyaks?—It appears to me that all the expeditions of these Dyaks are directed against places more or less within the vicinity of their own territory, and that their devastations are almost entirely on land, and I do not think they are armed to take vessels.

53. Do you consider their expeditions to be justified by their intertribal wars, or that they are dictated by a taste for murder and rapine for heads and any plunder they can acquire?—In most instances it is from motives of intertribal warfare; marauding for purposes of plunder I think is not their object; having old feuds they go to take the enemy's heads.

Mr. Prinsep.

54. Then I understand you to say that the statements you have made are entirely upon the information gained from others, and not from any personal knowledge?—Entirely so. I have only been a few hours on the west coast of Borneo.

55. Are there generally Malays on board the Dyak boats?—I have heard that in distant expeditions Malays often go, who carry fire-arms, and who get the principal part of the plunder.

56. Are you aware of their having extended these expeditions as far as Sambas?—Yes; I believe also it is about as far as they do go.

57. How far along the coast is Sambas from Sarawak?—About 180 miles to the westward and southward.

Mr. Devereux.

58. Do you think that the Serebas and Sakarrans are at feud with all the tribes inhabiting the territory on the coast within four or five days' sail out?—I should say not. They sometimes make peace; they have

certain ceremonies for it. I can point out one particular tribe with which they have made peace. The Kayans, an inland tribe, are generally at war with them, but I have heard of their being at peace with them. The same with the Siriki people; I have heard of their being at peace with them, and also at war.

September 30, 1854.

By Mr. Devereux.

59. You stated yesterday, I think, that you had directed a good deal of your attention to the habits of the Dyaks; since when have you done so?—It is difficult to say when I first began to direct my attention to their habits, but I remember writing about them in 1837, and I had certainly heard a great deal about them previous to that date.

60. Is there a passage overland from the Serebas and Sakarran country to Sarawak?—They must penetrate deep jungles and cross rivers, and I should think it extremely difficult from all accounts, as there are morasses and other difficulties.

61. Do war parties ever take that road?—I have heard of the people of Seriff Sahib attacking the Sarawak Dyaks through the interior.

62. How far have their inroads extended to the southward?—Just into the Sarawak territory.

63. You stated yesterday that the Malays occasionally accompany the Dyaks on their marine excursions; do the Serebas and Sakarran Dyaks ever make expeditions without Malays?—I stated that the Malays accompany the Dyaks in their more distant expeditions, but there is no doubt that the Dyaks often go out by themselves, and I believe they have made attacks as far as Sambas and Pontianak, which M. Bondriot mentioned, without Malays.

64. How far did that expedition, mentioned by M. Bondriot, extend?—It must have been within the territory over which the Dutch claim authority; they passed the mouth of the River Sambas on that occasion, and I think they have often done so.

65. You stated yesterday that the boats of the Serebas and Sakarran Dyaks are not fit for piracy; are they bad navigators?—I think that the vessels of the Dyaks are of a very inferior description, being originally canoes of great length, and capable of containing a considerable number of men, but propelled entirely by paddles and without masts, and bound together by rattans; latterly, since they were attacked by British vessels of war, they have, I am informed, added a sort of upper-deck, under which the rowers sit, but which leaves them at the same time quite exposed. I have been informed that this was done in the hope that it would secure them from grape-shot.

66. Have they exclusively vessels of war?—Yes, they have bankongs or regular vessels of war, and different from those which they trade in.

67. Then they do trade to some extent?—I believe they do to a small extent; I have heard of their visiting Sarawak in times of peace.

68. State to what distance their trade extends?—I have never heard of their trading further than Sarawak; I may add that I believe that the Serebas and Sakarrans manufacture cloth of their own superior to any of the inland tribes.

69. You stated yesterday that they have ceremonies for their making peace and declaring war?—I do not think I said they had ceremonies for making war; they make war without any ceremony (that is, so far as the attacked party is concerned), but they have ceremonies for making peace. I think it consisted, as far as I recollect, of the sacrifice of animals and a feast.

70. How was the peace brought about?—By the Chiefs on both sides meeting. I believe the Dyaks are in the habit of sending embassies.

71. How far from the sea do the Serebas and Sakarrans live?—The Sakarrans live very far up, I think more than 100 miles (including the sinuosities of the river) from the sea; the Serebas not so far; the river they inhabit is called Serebas, and on its affluents are situated Pakoo, Paddie, and Rembas; the nearest of these three places, including the windings of the river, is 40 or 50 miles from the sea.

72. You were understood to say yesterday that plunder is not the object of the Serebas Dyaks in their expeditions?—I do not think that the Dyaks' expeditions are for the purpose of attacking trade. If slaves may be called plunder, that sort of plunder they go for. I wish to add something to what I said yesterday on this subject, namely, that the Dyaks of Sakarran and Serebas have been employed by the native Chiefs on the coast to attack the Dyak tribes of the interior, for the purpose of procuring slaves, and they—the Serebas and Sakarrans—were employed for that purpose by the Rajah Muda Hassim, who preceded Sir James Brooke in the Government of Sarawak, and a very large fleet of them was assembled for that purpose in the Sarawak river in 1841, a few months before Sir James Brooke assumed the government there. They were there for that purpose under the sanction of Muda Hassim, and Sir James Brooke prevented their irruption. I wish to add this with reference to what I said yesterday, both as to the particular habits and occupation of these Dyaks and as to the circumstance of their being sometimes at peace and sometimes at war with the neighbouring tribes; at that time they must have been at peace with Sarawak.

73. If they do not take plunder, do you suppose that if a Serebas Dyak expedition, not accompanied by Malays, took a rich village, that they would cut off the heads of the men, make slaves of the women and children, and leave the valuable property behind?—By plunder, in the last answer, I always meant the plunder of trading-vessels. In the case you have put, I think they would take the valuable property home with them, if it was such as their vessels could carry.

74. Can you state what are the extreme points north and south along the coast to which the marine expeditions of the Serebas and Sakarran have extended?—Southward to Pontianak, and northward to Tanjong Siri, or perhaps a little beyond it.

75. Can you state roughly the distance from the mouth of the Serebas and Sakarran river to the mouth of the Serebas river?—As they coast along, close in-shore, it is longer than the straight course, which by sea is a little more than 200 miles,

76. Do they now go as far as Pontianak?—I have not heard of anything lately so far.

77. In the intertribal wars which you mentioned yesterday, are the Serebas and Sakarrans principals?—Certainly principals; sometimes they are alone, and sometimes together.

78. Has there been an instance of an expedition of the tribes on the coast of Sambas going against Serebas and Sakarran Dyaks?—I never heard of any expedition from Sambas either on the part of the Dutch Government or on that of the natives; I may safely say, that there never has been an expedition of the Dutch Government from Sambas or Pontianak against the tribes of Serebas and Sakarran.

79. You have stated that the Serebas and Sakarrans have gone unaccompanied by Malays to the attack of the Sambas coast, that they are principals in the intertribal wars they carry on, that they have no land passage through to Sambas, that they do not trade themselves beyond Sarawak in that direction, that there has been no expedition against them by the Dutch Government, or by the tribes of the coast of Sambas. Can you state a possible cause for this inland people living from 50 to 100 miles from the sea, with no overland passage to the Sarawak coast, and not trading there themselves, for the intertribal warfare, which it appears they have carried on against Sambas?—The cause of quarrel with the Sambas people may be antecedent to my knowledge, or to any information I have regarding them. From the first arrival of Europeans amongst them, the Dyaks are mentioned as being engaged in incessant intertribal war; but I do not mean to say that the slaughter on these occasions is confined to the people against whom they make war, for there is no doubt they have attacked Chinese villages on the invaded territory; the village of Silako, within the Sambas territory, was attacked, inhabited principally by Chinese; this was a good many years ago.

80. Then it would appear that the warfare is not reciprocal, that the Serebas and Sakarran make attacks on the people of the Sambas coast,

and that the people of that coast do not make attacks on them?—I should say nothing I have said would authorize the inference that the war is not reciprocal.* As I have painted it, the cause of quarrel between them may be long antecedent to my information. But undoubtedly I never heard of an armed expedition of natives from Sambas having gone against the Sakarran and Serebas Dyaks. That may arise from a variety of causes, dread of their power, &c.

81. The Serebas and Sakarran Dyaks have, you say, ceased to attack the coast as far as Pontianak. Do you understand they have made peace with the inhabitants of that part?—No; I have not heard of any peace between them and that country; I have no doubt many of those expeditions they have made to Sambas and Pontianak, have been under the patronage of the chiefs of the coast, for the purpose of procuring slaves. I think it will be observed that the Sakarran and Serebas Dyaks never have any Chinese or Malay slaves among them, but only Dyaks of other tribes.

Mr. Prinsep.

82. I understand you to say you were two years at Labuan?—Twenty months I was at Labuan.

And that you have no personal experience of the coast of Borneo?—I have only been there a few hours, and what I have now stated has all been the result of some research into the subject, and not from personal experience. With reference to my answers to the question as to the ceremonies of making peace and declaring war; when I say that they make war without any ceremony, I mean to say, that applies to a declaration of war; they make no declaration of war, but no expedition of consequence is undertaken without a previous consultation among the Chiefs. I would also add, that in making peace, it is very usual for the Sakarran and Serebas, and other Dyaks, to make use of an intermediary of the principal person of another tribe, which has not been engaged in the contest. In reference to a question regarding the Serebas and Sakarrans being at peace with Pontianak, I have heard of their being at peace with tribes residing near that coast; and it is mentioned by Sir James Brooke that the Malo Dyaks, who reside near Pontianak, formed part of the fleet of Dyaks prows which were in the river of Sarawak, in 1841, for the purpose of procuring heads and slaves. I wish to add, that Captain Keppel says that the Serebas Dyaks have been frequently attacked by all the powerful Rajahs of the coast. I further wish to add, that Sir James Brooke and Mr. Low are my authorities for stating that these tribes, the Sakarran and Serebas, have been sometimes at peace and sometimes at war with the Sirikie people. It has been attempted, by putting in a "Free Press," Singapore Proper; of 24th October, 1839, to show that my statement, that it was in 1841 that I first heard in any particular manner from Sir James Brooke of the Serebas and Sakarran Dyaks as piratical tribes, is not consistent with the facts; and to show the view that I entertained in 1840 of the safety and security of Sarawak, as a place of residence and trade, I beg to refer to the following extract of an article written by myself in the "Free Press," 11th June, 1840. It begins with an extact from an article by Mr. Crawford, published in the "Singapore Chronicle" in 1824. (Attached, marked No. 1.) This article was written when Sir James Brooke was at Singapore, after he had visited Sarawak, and he personally expressed to me his entire concurrence in the views which it contains, and I beg to say, that I adhere to my statement, that it was in 1841 that I first heard in any particular manner from Sir James Brooke of the Serebas and Sakarran Dyaks being piratical tribes.

Mr. Aitkin.

83. Was Seriff Sahib a Chief of Serebas and Sakarran?—Seriff Sahib was never, that I heard of, a Chief of the Serebas; he exercised authority of a particular kind over the Dyaks of Sakarran; but it is

* Mr. Napier wished to cancel this part, as being a commentary on his own evidence, which he would rather not make, but leave to others to make. The passage, however, was not cancelled.

distinctly mentioned in Sir James Brooke's journal that the Sakarran Dyaks attacked even at sea.

84. At the time that these guns were captured at Patuson, do you remember whether the Dyaks of Sakarran were fighting under Seriff Sahib?—To the best of my information, certainly the Sakarrans were not fighting under Seriff Sahib at Patuson. On the contrary, a broad distinction is made by Captain Keppel himself, between the people attacked at Patuson and the Sakarrans, who were not attacked by Captain Keppel till several days afterwards; and he particularly mentions them in contradistinction to the Patuson and Undop people as being "the pirates themselves." From the Sakarrans there was not a single musket taken, and scarcely any seen among them.

85. With reference to your statement, the use of musketry by the Malays, on the occasion of the attack on Pakoo, Paddie, and Rembas, do you mean that Paddie was the only place of the three where it was used?—It was used certainly at two of them: my authority is Captain Keppel's book.

(Signed) W. NAPIER.

October 31, 1854.

William Napier, Esq., appeared before the Commissioners, and stated his desire, previous to signing his depositions taken at former sittings, to make a statement in addition.

Mr. Napier states:

In proceeding to sign the evidence that I have given, I wish it to be clearly understood, that in what I have said relative to the existence of intertribal wars among the Dyaks, I wholly exclude from that category such atrocious expeditions under the encouragement of the former Government of Sarawak and other coast Governments, as I have alluded to in my answer to Question 72.

Two Malay letters and translations, addressed by Mr. Napier to the Sultan of Borneo and Pangeran Makota, handed in with a statement connected with them by Sir James Brooke, are shown to Mr. Napier, and Mr. Prinsep put the following question:—

Are the signatures to these two original letters yours?—Yes.

Have you anything to state regarding them?—Yes; in 1851 the late Sultan of Borneo and Pangeran Makota made communications to me conveyed through the late Mr. Burns, complaining of Sir James Brooke's proceedings in regard to them generally; and in August or September of that year, I received a paper, setting forth in a formal manner various grounds of complaint which the Sultans and Rajahs of Borneo had against Sir James Brooke. That paper was drawn up in English, and I think was in Mr. Motley's handwriting. It purported to contain the grievances which the then Government of Borneo had against Sir James Brooke, and was stated to have been made by the Sultan himself in person, to Messrs. Motley and Burns, and it was mentioned in the communication which accompanied that paper, that it was requested by them that it should be sent to me. It was also mentioned in the same letter that the Pangeran Makota would probably come down to Singapore in the "Dolphin," when he would make further communications to me. (I will look for the letter, but believe it is not at hand.) I had subsequently messages from Makota on the same subject to the same effect, and the grievances mentioned, contained up to the time of my writing these letters on the 28th June, 1853. At the time I wrote these letters, I had information from a private source of the impending inquiry into Sir James Brooke's proceedings, and I thought it proper merely to mention to these parties the fact, so that they might make their own complaints if they had any. It may be observed that I stated in my letter to Makota that he might mention the contents of it to Sir James Brooke.

Did you formerly consider the Serebas and Sakarran Dyaks pirates,

and up to what time did you so consider them ?—I at one time did consider them to be pirates, and I do not now deny, and I never have denied, that I at one time regarded them in that point of view. My opinion is changed to a very material extent, but my former opinion remained long after the cause of quarrel and total alienation with Sir James Brooke, and I expressed my original opinion, until reading in the Parliamentary Papers a certain despatch of Sir James Brooke to Lord Palmerston, dated Labuan, 2nd February, 1850. In that despatch I found statements and representations relative to the long duration, extent, and extreme danger of the depredations of the Sakarran and Serebas tribes, which it appeared to me could not be borne out by anything I had previously heard regarding them. I therefore made it my object to inquire further on the subject, and the views I now entertain are expressed in my evidence, so far as they are capable of being expressed in such a form. The passages which particularly struck me in that despatch are as follows :—

"The hordes of Serebas and Sakarrans had for a long course of time carried on an extensive and unchecked system of depredation, and were first attacked by Captain Keppel in 1843 and 1844 at the request of the Government of Bruné ; and after the most convincing proofs had been obtained of their piratical habits and of the unprovoked and general character of their piracies, by sea and by land, upon peaceful people of every class and nation.

"I positively prohibited any retaliation on them by tribes who had suffered from their piratical and indiscriminate system of murder and pillage. There is no person of competent information who does not well know that the north-west coast of Borneo would be secure for the trader and that the inhabitants of the different rivers would be at peace one with another if not disturbed and harassed by the excursions of these pirate hordes.

"The choice lies between the protection of the innocent on the one side, and the encouragement of the guilty on the other; and there can be but one decision consonant with humanity, with the interest of commerce, and with the maintenance of our national position in the Archipelago."

The first thing that struck me on reading the despatch was the extraordinary degree of prominence given to the alleged depredations of the Serebas and Sakarran hordes on the coast of Borneo, to the exclusion of even the most remote allusion to the piracies of the far more formidable pirates known under the name of the Illanuns and Balanini, whose depredations are not made the subject even of a passing remark.

The letter says the Government of Bruné requested the attack to be made, which I deny. Also Captain Keppel states that he attacked the Serebas under the information contained in the letter from Muda Hassim. Whereas in this despatch it is said he attacked them at the request of the Government of Bruné, after the most convincing proof of their piratical habits by sea and land on every class and nation.

These statements appeared to me to be extraordinary, when contrasted with information which I formerly possessed ; and taken in combination with the view implied in the last quotation, that the depredations of these tribes interfered with the maintenance of our national position in the Archipelago, the whole representations of the despatch appeared to me to demand further inquiry before any safe conclusion should be formed. It was after making such inquiry that my opinion underwent change.

[Adjourned 1·45 P.M.]

(Signed) W. NAPIER.

Extract from the Singapore "Free Press" of June 11, 1840.

Europeans have for a number of years forborne to visit Borneo on account of its violent and anarchical Government. We believe that European ships might now visit it with perfect safety, owing to the accession of a new and favourable Prince, the professions of friendship and desire of trade which have been anxiously held out, and the real benefit which the Borneans themselves have experienced from their commercial intercourse with us, and which they would surely be reluctant to put to any hazard by aggression upon ours. The English indeed have no good reason to complain of the Borneans. They never formed any European alliance but with us, and when the Sooloos, half a century ago, treacherously drove us from Balambaugam, it was this people who afforded us an asylum, and who proffered us a settlement on the river of Borneo and the Island of Labuan, which we accepted for a season.

Mr. Crawford was quite correct in his estimate of the advantages the Borneans felt they must derive from the cultivation of a commercial intercourse with us, and of the ameliorating influences upon their habits and feelings that must follow. Not a single instance has there occurred since the passage above quoted was written, of outrage having been offered either to the person or property of Europeans in any port of the coast of Borneo to which they have traded, and Mr. Brooke's friendly reception by the Sarawak Chief is by no means a singular example of such treatment, nor is the confidence he reposes in the continued existence of a friendly disposition on their part towards the English a solitary instance of a similar sentiment. If our Bengal contemporary will turn to our number of 15th September, 1836, he will there find an account of a visit to Borneo Proper, for trading purposes, by two Europeans, and of a residence of some duration, during which nothing was experienced but kind and hospitable treatment, notwithstanding the destruction with which Hosburgh threatened them. Europeans from this port have also repeatedly traded to Sarawak, the port visited by Mr. Brooke, and resided on shore for months, buying and selling unmolested and undisturbed by apprehensions of any sort. It is also worth mentioning, that when the brig "Napoleon," belonging to this port, was wrecked last year in the mouth of the Sarawak river, the captain, officers, and crew, the former Europeans, and all of whom had lost everything they had on board, were succoured, sheltered, and treated, during a period of nine weeks, with a degree of hospitality and attention to their wants, which we wish were still characteristic on similar occasions of some countries that boast of their superior civilization.

Extract from the Singagore "Free Press" of October 24, 1839.

The Serebas and Sakarran Dyaks are offsets of the same people, taking their names from those rivers. They possess a distinct language, are very numerous, warlike and piratical; and are the tribe which usually join with the Illanuns when they come on the coast.

Extract from the Singapore "Free Press" of March 30, 1837.

The "Corsair," which returned here on Tuesday last from a voyage to Sambas and Pontianak, as also the ports on the east coast of the Peninsula, fully confirms the report which lately reached this place of the coasts on that side being infested by a numerous fleet of Illanun pirates, with whom it appears there is also associated a number of Dyaks. The depredations of these marauders on the coast and among the islands in that direction, had, it appears, been of a most fearful description. Defenceless fishermen had been carried off in great numbers—and no less than forty headless trunks have been washed on shore—proving that the Dyak division of the band had been giving full scope to their diabolical

predilection for the possession of human heads. The leading vessel of this piratical fleet is stated to be a barque, having a green painted boat on her quarter, with anchors outside, while the smaller vessels make to the coast to secure their victims. So great were the apprehensions entertained of these marauders at Pahang, that the Rajah of that place transmitted a letter by the "Corsair" to the local Government here requesting assistance, while the people of the sampan pukats, who were assembled at the several ports on the coast, were afraid to put to sea, some of them having shipped tin on freight by the "Corsair" instead of, as usual, bringing it themselves to this place. The "Wolf," which put to sea when the rumour of these marauders being outside first reached this will no doubt dispel the alarm which their devastations have occasioned, and we fervently hope will fall in with the fleet. We regret that on so important an occasion we should be deprived of the invaluable services of the steamer on such a cruize, in consequence of her now making some addition to her masts and sails which is rendered necessary by the instructions from the Bengal Government to husband her steam with the greatest care, and only to use it on occasions of moment—directions which, by the scant of dimensions of her original masts, yards, and sails, would have materially detracted from her utility without the alteration she is now undergoing.

(No. 20.)

Court House, Singapore, October 4, 1854.

Wee Guan Ho, trader with Borneo. (Called by the Commissioners.)

H. Hewetson, interpreter in Malay.

On being sworn states:

By the Commissioners.

I am a merchant, settled here, and a grand juror.

1. State whether you have any personal knowledge of the coast of Borneo?—I have never been there.

2. Have you any experience of the proceedings of the Serebas and Sakarran Dyaks on that coast?—I know nothing, except by hearsay, derived from my agent, a Chinaman in Sarawak, to whom my schooner "Good Luck" was consigned, and from the Chinese here generally.

3. Are there any parties here who have personal knowledge of those tribes?—Yes, there are two parties here of the names of Wee Guan Wee and Tan Kim Siree.

4. How long have you been connected in trade with Sarawak?—Three years and a-half, but I have discontinued trading there about a year and a-half now.

By Mr. Prinsep.

5. Has your trade with Sarawak brought you acquainted with the Serebas and Sakarran Dyaks, who are said to be piratical?—I cannot know; I have never been there.

6. Have you anything to state?—No, but I have brought two witnesses, Wee Guan Wee and Tan Kim Siree, at present traders with Singapore, Sarawak and Bruné.

(Signed in Malay character.)

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 21.)

Court House, Singapore, October 4, 1854.

Wee Guan Wee, trader. (Called by the Commissioners.)

On being sworn, states:

I am a resident here, and connected in trade with Bruné and Sarawak. My partner is still at Bruné, and has been at Bruné, Sarawak, and Tatow, Mooka, Igan, Oya.

1. How long have you been connected with that coast in trade?—About seven years.

2. Do you know anything of the Serebas and Sakarran Dyaks; state what?—Yes, I know them; they are enemies to all rulers; they take the heads of anybody they meet, whether Chinese, Malays, English, or others.

3. What do you say about Mato and Pontianak?—I was told that, before, they used to go to Mato and Pontianak, but they do not now. When I went myself to Pontianak, the people asked me, Why do you land so far off? they will take your head.

4. When did you land at Pontianak?—About ten years ago.

5. Was there then a fleet of Serebas Dyaks on the Pontianak coast?—The people of Pontianak said they had just left the coast.

6. Did you observe any marks of what they (the Serebas and Sakarran Dyaks) had done?—No, I was only told that they had just left the coast.

7. What Dyaks did you speak of?—The Serebas Dyaks.

8. Have you been for any length of time at Sarawak?—I went once, and remained four days. I had a partner there three years ago. I sent a vessel there, a schooner; she made seven trips to and from Sarawak and Singapore; she was sufficiently armed; she never met with these pirates.

9. Then what do you know of these people as pirates?—During my intercourse with the people of Borneo, they have all told me what I have stated above.

10. Have they got no friends among the people of Borneo?—I have been told by the Siriki people that if I went to the Serebas country to trade, they are good people. In their country they are good people; out of their country they are not; they take heads.

11. How can you get into their country?—The Siriki people and others go there.

12. Then the Siriki people are at peace with them?—I do not know.

13. Do you know yourself any instance of their committing depredations or taking heads?—No.

14. What did you learn at Mato regarding them?—They told me two years ago that the Serebas Dyaks attack them.

15. Are not, then, the Mato and Serebas people at war?—The Serebas people attack the Mato people. They told me the Serebas Dyaks attacked them, and they (the Mato people) all ran away; they said nothing of having themselves attacked the Serebas people.

16. Have you been on any part of the coast shortly after an inroad of the Serebas, and seen the marks of their depredations?—No.

17. When did you first visit Sarawak?—I went there only once, and that was three years ago. The first voyage I made to the Island of Borneo was to Pontianak, exactly ten years ago.

18. When did you first go to Borneo Proper?—From Pontianak I sailed from Bruné direct.

19. Did you hear anything of the Serebas and Sakarran Dyaks on your arrival at Bruné?—No.

20. Have you not a shop at Singapore?—Yes.

21. Is it frequented by the native Borneo traders?—Yes.

22. How long has your shop been frequented by the native traders from Borneo?—More than fifteen or sixteen years.

23. Have you heard the nakodahs of native prows speak of Serebas and Sakarran Dyaks?—Yes.

24. How long ago did you first hear mention made of them?—About seven years, I think.

25. Did you never hear of those Dyaks before you went to Pontianak?—I have heard them spoken of by the Bruné people before I went to Pontianak.

26. What did the Borneo traders say of them?—That they go out head-hunting, and take the heads of every one they meet, without distinction, on the sea and small rivers

27. Did any of those traders ever state that they had seen those Sakarran and Serebas Dyaks when on their voyage to Singapore?—Yes; some of them have mentioned having met them at sea. They stated this when they arrived here.

By Mr. Woods.

28. How long before you went to Pontianak had you heard of the Serebas and Sakarran Dyaks?—Four or five years before I left for Pontianak.

29. Did the native traders who came to your shop mention any Dyaks in particular as distinguished for those bad habits?—They did mention at that time the Serebas, Sakarran, and Kanowit Dyaks.

30. Did these traders mention those bad habits merely as a curious circumstance peculiar to those three tribes, or that their own prows, being armed, apprehended any danger on that coast?—They said if we meet them, we are sure to be killed. They also mentioned their habits as a remarkable circumstance; it was from fear of them that they mentioned them.

31. Did you communicate the information you obtained from these traders to the authorities at Singapore, or to any of the European residents?—No, it was no business of mine.

32. In what description of vessel did you go to Pontianak?—In the "Amelia," Tangwi's brig.

33. When you left Singapore for Pontianak in the brig, did you then contemplate going from Pontianak to Bruné?—Yes.

From all that you have heard from the traders in your shop, had you, on that voyage, any apprehension of danger from the tribes you have mentioned?—No, we never thought of them at sea. When we reached the coast at Pontianak, then we had some apprehensions.

34. How far from the shore did you leave your vessel?—I left the brig at 2 P. M., anchored as far as the mouth of the river as the ships here, and I got to the Custom-house at the town at 12 at night.

35. In what kind of boat did you go to the Custom-house?—In a jolly-boat, containing five boatmen and three passengers.

36. Had you any arms in the boat?—Yes; we were afraid of the Dyaks, and brought pistols and swords.

37. How many?—Four pistols and four swords.

38. Had you ever used pistols or swords before?—I have used fire-arms; I keep them at my own private dwelling-house.

39. Do not the trading-prows from Bruné to Singapore touch at the different rivers on the coast of Borneo to trade?—I do not know.

40. You have said that the Siriki people told you it was safe to go into the Serebas country for trade; when was this told you, and by what Siriki people?—Siriki people from Borneo told me that, here in Singapore, last year and this year. Before they were attacked, people could not go to the Serebas and Sakarran country.

41. How long have you traded with the Siriki people?—Three or four years.

42. Do you know of any cause of quarrel existing between the Mato people and Serebas and Sakarrans?—No, I was never told of it by the Borneo people.

43. Do you know of any people now in Singapore who can give information regarding these people?—No. There are two prows from Borneo Proper, who know nothing: I will inquire, and if there is any body, will give information.

(Signed in Malay character.)

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.
H. Hewetson, *Interpreter.*

(No. 22.)

Court House, Singapore, October 4, 1854.

Tan Kim Siree, trader, Bruné. (Called by the Commissioners.)

H. Hewetson, interpreter.

On being sworn, states:

I am now a trader settled at Bruné, and have been there about eight years, remaining there a year or two, and coming to Singapore for a few months.

By the Commissioners.

1. Do you know the inhabitants of the coast of Borneo?—I have only been at Bruné—no other part of the coast.

2. What else do you know?—I know the names of the tribes, and habits of the people.

3. Do you know anything of the Serebas and Sakarran Dyaks?—Yes.

4. From what sources have you derived your information?—From the Bruné people who go backwards and forwards.

5. What is the report of the Bruné people?—They are always cutting people's heads off; that is all.

6. They do not complain of stoppage of trade?—Yes. I have heard them say that some of them are killed and some escape. I do not know whether all those who reported these things to me had witnessed them themselves.

7. Did any of them witness them?—Yes; I have heard some of them say that they have met and fought with the Serebas and Sakarrans.

8. Are the Serebas and Sakarrans the only tribes of whom such acts are reported on that coast?—I have only heard of these two tribes spoken of as head-hunting tribes. If they meet a few people they take all their heads; if many, they do not trouble them.

9. In what part of the country does this take place?—On the sea, the shore, and islands.

10. Do you mean that no other tribes there take heads?—In the interior from Borneo Proper, there are other tribes that take heads.

11. Has this practice of head-taking increased or diminished in the last seven years?—It is much decreased. The people at Sarawak keep a good look-out now.

12. Were you at Bruné in 1849 at the time of the attack by Captain Farquhar?—Yes; I heard of it there.

13. Do you know of anybody now in Singapore who has personal knowledge of those people?—Not here.

(Signed in Malay character.)

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 23.)

Court House, Singapore, October 7, 1854.

Madame Dutronqua. (Summoned by the Commissioners.)

Sworn, states:

I am wife of the landlord of the London Hotel, Singapore, Gasten Dutronqua. I came from Pontianak to Singapore in 1838, and have been resident here ever since.

To Mr. Prinsep.

1. While you were in the Island of Borneo, did you ever become acquainted with the Dyak pirates?—I cannot say that they are Dyaks, but the vessel belonging to me, a large tope in which I was at the time, was, eighteen years ago, shattered by the pirates.

2. Under what circumstances did that take place?—The vessel got aground at Massura, on the coast nearer to Pontianak than Serebas. I was on board at the time. At about 4 o'clock in the evening seven prows came up to us. They were large prows, and could both row and sail. They were rowed at that time. They were full of men; upwards of 100 men in each prow. I think they were Malays. A Dutch schooner and gunboat came up to our assistance, and drove the pirates away. Previous to this the firing of the pirates had destroyed everything in the tope, and 50,000 dollars' worth of property, including the value of the tope, was destroyed. I lost everything I had. I had bought goods at Singapore to take to Borneo. The pirate vessels had one mast each, and looked like other trading boats. They made off when they saw the Dutch gun-boat. The tope was completely destroyed. No one was killed.

3. How long were you settled at Pontianak?—Ten years.

4. While you were there, were any attacks made by pirates on the coast?—I have heard of piracy, but cannot say anything about it. I was much frightened on board the ship, but not at Pontianak. There is no cause for being afraid there.

5. Did you return to Pontianak after coming here in 1838?—No; at the attack by the pirates I lost all my property, and then came and settled at Singapore.

Mr. Woods.

6. Did you make several voyages between Pontianak and Singapore?—About eight voyages.

7. Were they all made in this tope?—Yes.

8. Were these piratical prows in appearance like the ordinary Malay trading prow in this harbour?—Yes, but much larger.

Mr. Aitkin.

9. During the time you were resident in Borneo, did you ever see Dyaks?—Often, many. I have seen 400 at one time, cutting down trees for the Dutch Company.

10. When that attack was made on your tope, could you see the men in the prows that were attacking you?—Yes; they were fifty or a hundred yards off. They could not come nearer on account of the shallow water. I could see the men distinctly in the prows.

11. How were these pirates dressed?—Like Malays, in a sarong- bajoo and handkerchief. All that I saw were dressed so.

12. Did you see any but Malays amongst them?—None else.

13. What was the dress of these Dyaks you saw at Pontianak?—They do not wear clothes of cloth, but the bark of a tree.

(Signed) EPOUSE DUTRONQUA.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 24.)

Court House, Singapore, October 7, 1854.

Thomas Owen Crane, merchant, Singapore. (Called by Mr. Woods.)

On being sworn states:

1. How many years have you been a merchant in Singapore?—For thirty years; I arrived here in 1824, three or four years after the commencement of the Settlement.

2. Have you had direct intercourse with the native traders arriving at Singapore from Borneo and the other parts of the Archipelago?—Up to the time of 1842, I had frequent intercourse with the nakodahs from Borneo.

3. How many years prior to 1842 were reports of pirates interrupting the trade frequent?—From the time I arrived in the Settlement such reports were frequent.

4. State what particular kind or description of pirates were spoken of?—Illanuns, Balanini, Sooloo, Malay, and even Bugis pirates.

5. From the native traders with whom you had intercouse, did you hear of the pirates you have mentioned?—Yes.

6. State any particular circumstance which the native traders told you respecting their voyages?—I recollect one or two seasons when the native traders arrived very late; they told me the reason why they were obliged to wait was until they were able to come in large numbers, for fear of pirates.

7. What description of traders are you now speaking of?—Borneo traders.

8. State what pirates were they afraid of?—I am not aware of any particular pirates they were afraid of.

9. Have you heard of Dyak pirates on the coast of Borneo?—Not before they were mentioned in one of the local papers in 1840 or 1841, I think.

10. Were you personally acquainted with Mr. Dalton?—I was intimately acquainted with him.

11. Is he alive or dead?—Dead.

12. Was Mr. Dalton personally acquainted with the habits, manners, and customs of the Dyaks of Borneo?—I have heard him say he was; he had lived two years with the Dyaks up the Coti river, a long way inland.

13. Did Mr. Dalton write and publish any particulars of the Dyaks from his own personal knowledge of them?—He did.

14. When and in what form were they published?—In 1831 he published them in the "Singapore Chronicle," the same paper as is now the "Free Press."

15. Had you frequent communication with Mr. Dalton concerning his residence with the Dyaks?—He was in the habit of visiting me every evening, and in course of conversation he spoke a great deal of the Dyaks and Borneo generally.

16. Did he in the account which he published, or did he in conversation with you at any time, mention piracy as a peculiarity of any of the Dyaks?—He never mentioned them as being pirates.

17. Was Mr. Dalton a prisoner amongst the Dyaks?—Yes.

18. For how long a period?—About two years, I believe.

19. Did he mention anything about pirates at all of any description? Frequently of the Illanuns [and?] Ballanini.

20. State how Mr. Dalton was made a prisoner among the Dyaks?—He left Singapore on a trading voyage, with another person in the early part of 1828, and he was wrecked on the coast of Borneo, very near the mouth of the Coti river. Coti is on the eastern side of Borneo. He was taken prisoner, carried inland, and kept there about two years, and came back to Singapore in a native boat with one of the native princes.

21. Did Mr. Dalton trade with Borneo, or was this the only voyage which he made to the coast of Borneo?—It was his only voyage from Singapore, and he may have traded from Java, for he was resident there before he came up to Singapore.

22. Did Mr. Dalton ever say that he had been on the north-west of Borneo?—I don't recollect.

23. Can you say how far Coti is from the Serebas river?—Mr. Dalton stated to me that Coti is the opposite side of the Island of Borneo; he had been 400 miles up the Coti river, which must have brought him to about the centre of the island, but in a direct line may have only been about 250 miles.

24. You have stated that you never heard of Dyak pirates until they were mentioned in one of the local papers in 1841; were you in the habit of reading the public prints previous to that?—Yes.

25. You do not remember ever having seen anything of Dyak pirates before 1841?—I cannot recollect.

26. Is this a copy of the notes relative to Borneo, which you say Mr. Dalton published?—It is a copy, I believe.

27. Will you read the paragraph which is marked in page 9?—In notice of the Indian Archipelago, Singapore, 1837, speaking of the Dyaks of Borneo, it is said, "Some of those who are found about the ports to the northward of Serebas, at times connect themselves with the pirates, and the condition of the connection is, that the skulls and iron shall be their share, the other plunder that of the pirates."

28. Have you any remarks to make?—The notes from which this is an extract, are dated October and November 1827, and must refer to voyages he went during his residence in Java, not while he was resident in Singapore: his papers are dated principally in 1831, and that must be referring to the time before he was made a prisoner.

(Signed) THOS. O. CRANE.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

(No. 25.)

Court House, Singapore, October 7, 1854.

St. John Arnold Rappa, Malacca. (Called by the Commissioners.)

On being sworn states:

To the Commissioner.

I was born in Malacca, and formerly a trader with Java, Borneo, Sarawak, Pahang, and Timgano; and I made two or three voyages to Borneo in 1834 and 1837. I have been both to the north-east and north-west coast of Borneo, and as far as Maccassar; and on my return in the month of May in 1837, I touched at Sarawak on my way from Bruné, in the Dutch schooner "Sengbie," for antimony ore. We reached as far as the Island Tanjong Datoo; about seven miles off, we saw prows coming out of Tanjong Datoo about fifty or sixty in number; we thought they were fishermen at first, and neared them, when the Sarang was ordered aloft to see what sort of prows they were; the Sarang told the Captain he better come up aloft and look at the prows himself, as he thought they were Dyaks, which he did, and took up his spy-glass and looked at them, and said they were pirates; returning on deck he ordered the crew to get themselves ready for action. We had four guns 4 feet long, and about 4-inch bore. When the guns were loaded, and all was ready, he asked the Sarang, after coming down, how he knew they were Dyaks, who said he knew they were Dyaks from their sails. The Captain said, if the boats come close to us we cannot defend ourselves, they are too many prows. We consulted together, the captain, gunner, and myself, and it was agreed, if we could not resist, to blow up the ship. We then got a fair wind, and were able to escape, but knowing them to be pirates, and rather than fall into their hands, we thought the best we could do was to blow up the ship. As they had seven large prows and a great many small ones, they were close to us from 2 P.M. to 6 o'clock evening, chasing the schooner all the time, and near enough to see them until dark, and next day we saw nothing of them at all.

1. How near did they get to you?—So near I could see the men distinctly.

2. Did you know anything of these Dyaks, to come to such a desperate resolution to blow up the ship?—Yes; I heard they are exceedingly bad men, they are worse than the Illanuns; they murder and cut off heads, which they take to their Rajah, and make a great thing of it.

3. What was your previous knowledge of this people?—I had know-

ledge of them long before Chinese and everybody else know of them; I know of them from report as well as from the instance of meeting them myself.

4. Then from this previous report you joined in the resolution to blow up the ship?—From my previous knowledge of their character.

5. Where did you get that knowledge?—In Bruné; and the Sultan of Bruné warned me, and every person in Bruné spoke of them.

6. Did you really expect you would have to blow up the ship?—Yes; we thought that we would have fallen into their hands, and were determined to blow up the ship; and it was only with the favourable breeze that we escaped.

7. Can you describe the dress of these pirates?—Some were dressed like Malays without bajoos, and some had the bark of trees round their waists, with no other covering on the body.

8. Are you acquainted well enongh to tell the difference with the various tribes, and whether they were Dyaks?—Yes; I can tell the difference between the Illanuns, Malays, and Dyaks, and am quite familiar with them.

9. Were they all Dyaks, the pirates you met with?—Yes, all Dyaks; but some were dressed as Malays; Malays don't mix with them.

By Mr. Woods.

10. You stated that there were seven large prows; can you describe them?—They were like topes of seven koyans burthen, and had two latteen sails and two masts.

11. What was the height of the mast?—About six or seven fathoms.

12. Did you see any kind of arms or guns, and what description of guns?—They were too far off for me to say what sort of guns, as there was a board in front, which is called an ampilon, which prevented you from seeing the guns.

13. Now, having given us the precise number of large prows, state how many small ones there were?—About fifty or sixty—a great many; we could not tell.

14. What proportion did the large prows bear to the small ones in size?—The small prows were about half a koyan.

15. Had they masts, the small prows?—Yes, one mast.

16. State the height of their masts?—About three fathoms high.

17. How many, and what kind of sail did they carry?—One sail of a similar appearance as the large prows, made of latteen.

18. In what part of the vessel were you when the report was made by the Sarang?—On the poop.

19. What time in the month of May was it?—On the 24th of May, 1837.

20. Did you mention to any one the particulars which you have just given in respecting this fleet of piratical prows off Tanjong Datoo?—I touched at Rhio, and mentioned it to the Dutch Resident, who sent a Dutch gun-boat to Tanjong Datoo.

21. Where was the next port you touched at after Rhio?—We went to Surabaya.

22. Did you go to Sarawak on that occasion?—We were going in to Sarawak, but were prevented by the pirates.

23. Did you bear up for Rhio for the sole purpose of communicating the information you have just stated here?—Because we could not go to Sarawak for antimony, we went to Rhio for gambier.

24. Was it part of your original voyage to go from Bruné to Sarawak and Rhio?—No; our intention was to go to Sarawak.

25. Have you recently spoken to any one about this matter?—Yes.

26. To whom have you lately spoken of it?—Several people, and to Mr. Gano lately I said if I was questioned about it I could give some information.

27. Are you related to Mr. Gano?—Mr. Gano is my son-in-law.

28. Were you ever at Sarawak?—No.

29. How long did you remain at Bruné on your first visit in 1836?—Five to ten days.

30. Your second trip, 1837?—Eighteen days.

31. Did you go to any other part of Borneo beside Brunéʼ?—Sambas, Pontianak, Mapawa.

32. When did you go to Sambas?—When I was chased by the pirates we tried to go in to Sambas, and was met again by the pirates.

33. What time of the year was it when you were near Sambas?—On the 27th May.

34. How near were you to Sambas?—I cannot say; I was not the Captain.

35. Do you know if you were near Sambas at all?—The Captain said so, and proposed touching to report to the Resident there.

36. What were these pirates who drove you away from Sambas?—I cannot tell what pirates they were; they were too far off, but they were pirates. Those off Sarawak were Dyaks, and were one party; those off Sambas were another; I cannot say what they were.

37. How far was your vessel from these pirates near Sambas?—The Sambas pirates were seven or eight miles off. As soon as we saw them, the Captain said, we will go to Rhio, and not touch at Sambas.

38. Did you yourself see the pirates near Sambas?—Yes; I was on deck, and saw them.

39. Describe the prows which you saw, and how many?—I cannot describe them; there were about thirty or forty prows.

40. You have stated the number; try and describe their size and appearance?—I stated there were about thirty or forty; I cannot describe the prows, but they had sails and masts; they were too far off.

41. Were they similar in appearance to those seen off Tanjong Datoo?—I cannot tell what their sails were; but they were pirates,

42. What was there in the appearance of these prows to lead you to suppose that they were pirates?—From their appearance and number, and the way they came up, and having their heads towards us.

43. How was your vessel sailing at that time you met these pirates off Sambas? The wind was from the right side of the ship, and we were going towards Sambas at first.

44. In what direction were the prows off Sambas; how did they bear from you?—They were ahead of us.

45. Were they between you and Sambas?—Yes.

46. Was it a fair wind for them also?—Yes.

47. Have you visited Pontianak?—No.

48. Have you visited any other port of Borneo?—I have touched nowhere on the Island of Borneo, except Brunéʼ.

49. At Brunéʼ, during your two visits, did you see any Dyaks?—None at Brunéʼ.

50. Then, excepting in the prows off Tanjong Datoo, you have never seen Dyaks?—Nowhere else.

51. And that all your information respecting the Dyaks is derived from the report of others?—Their own countrymen, and the Sultan and merchants of Brunéʼ, warned us of the Dyaks.

52. Were these native merchants at Brunéʼ, Dyaks or Malays?—They were Borneans, and they dressed as Malays, and you could not tell whether they were Malays or Dyaks.—The Dyaks wear the bark of trees.

53. And when you call them countrymen, do you mean that they are natives of Borneo?—Yes; because they were inhabitants of the Island of Borneo.

(Signed) J. A. RAPPA.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 26.)

Court House, Singapore, October 10, 1854.

Pangeran Serail. (Called by the Commissioners.)

On being sworn states:

To Mr. Prinsep.

I am a resident of Bruné, have no occupation, am come to Singapore on a trading voyage, came last from Egan, where I have resided for the last three years, having a wife there.

1. How far is Egan from the Serebas country?—By sea a day and night's sail.

2. How long have you known anything of the habits of the Serebas and Sakarran tribes?—As long as I have lived; all my life.

3. Do you know whether either of these tribes of Dyaks have been addicted to piratical habits?—Yes.

4. What is your knowledge of it?—At first I heard it from report, and afterwards I was myself attacked, about ten years ago.

5. What were the circumstances and the place of attack?—I was attacked at the Sea of Oya: there were two prows together belonging to myself; we were met by twelve boats of Serebas and Kanowit Dyaks; there were a few of other tribes besides. No Sakarran Dyaks. We fought with them, fired at them with our leelas, and beat them off; when they ran away, we also used our muskets.

6. Were any of your people injured?—None.

7. Who commenced the attack, you or the other side?—I fired first, before they could reach me with their spears. They came up to me to attack me, and I fired on them before they were close enough to throw their spears.

8. Were you near enough to distinguish what arms they had with them?—They had spears and a few muskets, I was close enough to see them.

9. What makes you say they were Serebas and Kanowit, and not Sakarrans?—I knew them to be Serebas and Kanowits, because they came out from Qualla Tanjong Sesi, and no others could come from there. Sakarrans would not come out from there, because it is difficult to get there except by land.

10. What was the season of the year?—I do not recollect; it is ten years ago.

11. Where were you going?—I was going from Egan to Oya.

12. Where was your residence at that time?—I was residing at Bruné.

13. What were the crews of your boats?—They were people of Bruné, Oya, and Egan.

14. Do you know if there was any war going on then between Egan and Oya, and the Serebas and Kanowits?—They could never meet. They were on bad terms.

15. Are the Egan and Oya people giving to making depredations?—No.

16. How long had you known them then?—I was born in Bruné, but had known these tribes all my life.

17. How far were you from the shore when this attack took place?—I do not remember how far; but the land was visible. It was at sea.

18. Have you had any other encounter with pirates?—No.

19. Have you any personal knowledge of any other attacks of the same kind?—There are other instances; but I have only heard of them.

20. How long have you been engaged in trading by sea?—About twenty years, backwards and forwards in Borneo. I have been twice before this to Singapore.

21. Why were the Egan and Oya people on bad terms with the Serebas and Kanowits?—It has been so always, and the same with all other people. The Serebas and Sakarrans have been always on bad terms

with all other people. The other Dyaks that live at a distance from them are attacked by them, not those in their near neighbourhood. At sea they make no choice, but attack every body.

22. What are the people in their near neighbourhood whom they do not attack?—I mean the Dyak tribes in their immediate neighbourhood. The other tribes inland besides the Serebas I do not know about them.

23. Who are the people whom the Serebas people attack?—They have no choice; everybody.

24. Have they in your recollection been at peace with Egan?—Yes; after the English attacked them, five years ago.

25. Before did the Egan people never endeavour to make peace with Serebas?—I have not heard of their being at peace with them. I know of no endeavours to make peace.

By Mr. Woods.

26. How many times have you passed the Serebas and Sakarran coast?—Four or five times.

27. What were the sizes of your two prows?—I cannot remember. It is ten years ago.

28. Were they of the ordinary size of Bruné prows?—Yes; the large one was the ordinary size.

29. How many men on board each?—I cannot recollect; I had a full complement.

30. What is a full complement of men for a prow like the large one?—It is not certain; I cannot state.

31. How many men would you have in her for a trip to Singapore?—The prow I speak of would not reach Singapore; it was too small.

33. What is the longest voyage such a prow would make?—They would reach Sarawak, Kalukka and Siriki; not further.

34. Were there many of that description of prow trading between Bruné and those places?—Yes; many.

35. Are such prows still trading along the coast?—Yes.

36. Was the occasion of your seeing prows off Tanjong Siri the first time you ever saw Dyak prows so far from the shore?—We had passed Tanjong Siri, and met them off Qualla Oya. That was the only time I have seen Dyak prows at sea.

37. Had you ever seen the same description of prow in any of rivers?—No; not elsewhere.

38. You have stated the number, give also a description of the twelve prows that attacked you.—They were low prows.

39. Do you know the difference between the war-prow and the trading-prow of these Dyaks?—No.

40. How many are there in each prow?—A great many; I do not know how many.

41. Were there more in one of their twelve prows than in your own prows?—I think they were altogether three or four times, or perhaps ten times, as numerous as in my boats.

42. You have told us much about the Serebas people; state from whom you obtained your information?—As soon as my eyes were opened, I began to hear of them.

43. Were the Bruné people who told of the Serebas people?—I heard some accounts of them from traders at Bruné: and after I left Bruné, I heard more of them.

44. From what others besides Bruné people have you heard of the Serebas?—At first I heard a little of them; and afterwards, when I met them myself at Qualla Oya, that information was confirmed. At Bruné, I merely heard accounts of them; and when I afterwards lived at Oya, Egan, and Mooka, and along that coast, those accounts were confirmed. When I went to those different countries, the people there told me of them.

45. Were the people of Bruné, Egan, Mooka, Kalukka, and Sirikie, friendly or unfriendly to the Serebas?—I do not know that they were ever friendly. I know that they were enemies; they have been somewhat friendly within the last five years: they have again begun; people

within the last few months are afraid to pass the Serebas and Sakarran rivers; they have begun to do them harm.

46. When did you arrive here?—About six days ago.

47. From what place?—From Egan.

48. Was it from Egan people you heard they were getting troublesome the last few months?—I heard at Egan, from a man from Mooka, that two men—a Bugis and another—were passing overland, going from Sarawak; they landed at Mooka to hunt buffaloes, and were killed by the Serebas and Sakarrans.

49. Have you heard of Illanuns and Balanini?—Yes.

50. Have you ever seen them?—I never met, or saw them.

51. How many leelas and muskets had you in your boats when attacked?—I had one leela and three muskets in one prow, and four muskets in the other.

52. Do you ever pass that coast without being armed?—Always armed; one of the men here has had his brother killed lately.

53. Do you ever make a coasting voyage anywhere without arms?—How can I go without arms?

(Signed in Malay character.)

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 27.)

Court House, Singapore, October 10, 1854.

Nakodah Laman. (Called by the Commissioners.)

On being sworn states:

I am commander of the prow belonging to Pangeran Serail, the last witness.

To Mr. Prinsep.

1. How long have you traded by sea?—About five years, and have always been along with Pangeran Serail.

2. Do you know anything of the Serebas and Sakarran coast?—I have passed that locality, but never went in-shore.

3. Where do you reside?—At Egan.

4. Do you know anything of the Serebas and Sakarrans?—Yes, I know whenever they meet strangers they only desire to kill them.

5. How do you know that, and from whom do you get your information?—When people go forty and fifty men together they may pass safely, but not otherwise.

6. Have you or your family ever suffered from them in any way?—I am at Egan, but my younger brother is at Sadong, but I heard about three years ago that he had been killed by the Serebas.

7. Do you know how his death took place?—He was out at the fishing-stakes at Qualla Sadong, and the Serebas people killed him; perhaps it was more than three years ago.

8. Do you remember when Captain Farquhar attacked the Serebas, about five years ago?—Yes, I have heard of it.

9. Where were you then?—At Egan.

10. Was your brother's death before or after that attack?—Before that attack.

11. Do you know anything more of the doings of the Serebas and Sakarran people?—No.

12. Do you know if they are now friendly with the other tribes on the coast?—Now they are worse, always killing people.

Mr. Woods.

13. For what purpose are they always killing people?—They want their heads only; they do not take anything else but heads.

(Witness' ⋈ mark.)

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 28.)

Court House, Singapore, October 11, 1854.

Moosah. (Called by the Commissioners.)

On being sworn states:

I am a native of Sambas, have resided at Sarawak since the English attacked Sambas (1815), was married before that time.

Mr. Prinsep.

1. Have you lived all your life on that coast?—Yes. I have lived at Sarawak, and been to Sambas.

2. Do you know anything of the Serebas and Sakarran tribes?—Yes.

3. What do you know?—I know that they kill people.

4. How long have you had any knowledge of them?—I knew of them when I lived at Sambas.

5. Were you at Sambas when they made an attack on it about ten years ago?—They do not come to Sambas, but they kill people on the coast. I was not there.

6. Where were you living then?—At Sarawak.

7. What do you know of the Serebas and Sakarran Dyaks of your own knowledge?—They attacked Campong Katapan, in Sarawak. I was one of the defenders. They came at night. The attack was on shore. They came in eighty prows. There were Serebas people in them. I do not know if the Sakarran people assisted. The Campong Katapan is a good way up to the Sarawak river. It is on the edge of the river. They landed. They burnt the whole village, and killed 120 people, men and women, and took their heads. Some of the people escaped. At the time of the attack I was at Sida Tana (a place about fifteen miles up the river from Sarawak). I was living there with the Patingi, who also lives there. Hearing of this attack we went with three prows to assist in the defence. We found the Serebas people had gone, and saw the village all burnt, and a great number of corpses of men, women, and children also, all headless. This was a long time before Sir James Brooke's time, before Muda Hassim became ruler of Sarawak; before Pangeran Makota founded Cochin. I was at that time thirty or more.

8. Had they carried away plunder, as well as heads?—They took what they could, and burnt the rest.

9. Do you know anything more of the acts of these tribes?—Not that I saw. I went to Samarahan after it was attacked by the Serebas, and they had gone away. It was two nights after the attack. Some bodies had already been buried of the Samarahan people killed in the attack; some were unburied. All the killed were headless. The Serebas people gained their object, and got sixty people, men and women, and two of the head men.

Mr. Devereux.

10. What is their object in taking the heads? What do they do with them?—It is their custom and delight. They are thought brave in consequence.

11. Do they ever sell them?—I do not know.

12. How long have you known anything of these Serebas tribes?—All my life.

13. Have you ever known them at peace with the people on the coast generally?—I have heard it.

14. When did this state of things begin?—As long as I have heard of them they have always been at war and killed people.

15. Were they not subject to the Sultan of Borneo?—Yes; but they have killed even a Sultan of Brunć. They never gave their allegiance to the Sultan.

Mr. Prinsep.

16. Can you mention any other instance of their atrocities?—Those two I have heard myself.

Mr. Devereux.

17. When you first came to Sarawak did the Serebas people attack the Sarawak people?—Yes, frequently, and even went inland into the mountains, and killed the people there.

18. Then did not the people of Sarawak make expeditions against them in turn?—Yes, Samarahan, Ladong, and Sarawak Dyaks have attacked Serebas, with prows, by going as far as the Qualla, watching there, and blockading the coast, so that they could not come out to get salt; this was during the time of Seriff Sahib, of Ladong. We took it by turns to blockade them. We did not dare to enter their country; they are too numerous. But we had guns and larger vessels, and could prevent them coming out to sea.

19. Did you, in those days, ever attempt to make peace?—It was useless; the Serebas people never would have made peace; it was never tried—they were too strong.

By Mr. Woods.

20. On the occasion of the attack on the Campong Katapan, did you see the Serebas people?—Yes, I was near enough to fire upon them. It was from our assistance they were driven off; we chased them. I saw them with my own eyes; I followed them as far as Lintang, not quite out to sea.

21. How soon after the slaughter at the Campong did you and Patingi Ali arrive?—Early in the morning we heard the firing of the guns of the fort at Sida Tana, and we chased.

22. Was Sida Tana, where you were living, higher or lower on the river than the place attacked?—I was living higher up.

23. When you arrived there in the morning, were the Serebas in their prows, or on shore?—On shore.

24. How near did you get to the empty Serebas prows?—As far as from here to the river (100 yards or so).

25. You said you were near enough to fire on them; why did you not fire on them?—We did fire blank cartridge; we could not see them. We continued to do so as far as Luitang; at Katapan itself we did fire into them with ball, and broke some of their boats.

26. Are they much frightened, then, at the sound of fire-arms?—Yes, very much frightened at great guns, and even at musketry; they are more frightened at the report of great guns.

27. Why, when giving chase, did you fire blank cartridge, when you fired ball near?—When we were in sight, we fired shot; when they were out of sight, we fired blank cartridge to frighten them.

28. Where did you first see them?—There is a projection of land which obstructs the view from Sida Tana to Katapan; when we got round the point, we could see them.

29. Was it from the point you fired, and did you fire blank cartridge or shot?—From the point we fired shot; before rounding the point, we fired blank cartridge.

30. Then you mean that you fired blank cartridge before rounding the point, for the purpose of frightening them away?—Yes.

31. What description of plunder was taken away from the Campong?—Goods, brass plates, brass dishes, gongs, and clothes, and everything they took a fancy to.

32. Did you see yourself the things they took away?—They took away the goods first, and afterwards burnt the houses; when I came the goods were gone.

33. Is their taking the goods only a conclusion of your own?—The goods were no more in the houses. They had cut down the trees; it is their habit, which I knew long before. It is only what I think. I did not actually see the things taken. It is always their custom.

34. As soon as you turned the point, did you give chase at once, or did you land at the Campong?—We did not land, we gave chase.

35. Did you land at the Campong Katapan on that occasion?—No; I did after I returned there from Luitang, at about 4 or 5 P. M. on the same day.

36. Were there any Malays on that occasion among the Serebas?—Yes, they take their Malays with them; they steer for them, and weigh anchor. The Malays take the plunder.

37. In the Samarahan affair, did you see the Serebas people yourself?—They had left; I came two nights after.

38. You have said you have known the Serebas people from your childhood; where have you seen them besides?—I have never seen them. If you saw them, you must run away, or they will take your head off. I have seen them of late trading, at the present time, at Sarawak. After they were attacked by the steamer (1849) up to near the present time, they used to bring rice, pigs, and paddy; but now they have commenced attacking again.

39. Who have they attacked lately?—Those far in the interior are still bad; those nearer the sea are not so; Rembas, Pakoo, Paddie, Serebas, close to the sea, all come to Sarawak; those in the interior do not come.

40. Were you at Sarawak during the time that Pangeran Muda Hassim was there?—Yes; I was one of the persons who assisted in founding Cochin.

41. Do you remember in Muda Hassim's time that the Serebas and Sakarrans were on friendly terms with Sarawak?—No; I do not remember.

42. Do you remember a fleet of Serebas prows being in the Sarawak river as friends?—No.

43. Have the Serebas people any quarrel with the people of the Campong Katapan, or of Samarahan?—They are always at enmity with the Sarawak and Samarahan people, and always cut of heads.

44. When was it that the Sarawak, Samarahan, and Ladong people blockaded the Serebas river?—In Seriff Sahib's time.

45. Was the blockade previous to the attack on Samarahan you have mentioned?—No; it was after these two attacks I have mentioned.

46. Prior to Seriff Sahib's time, had the Sarawak people and others blockaded the Serebas river?—Not before; Seriff Sahib was a powerful man.

47. Have you heard or seen Illanuns and Ballanini pirates?—I have seen them on shore, both of them, when touching for provisions at Sambas, Samarahan, Ladong, &c.

48. Are the Illanuns and Ballanini much dreaded by the people on the coast?—They are very much afraid of them; but they do not take heads; they sell their prisoners.

49. Do they take whole villages, or confine themselves to single individuals?—They take men at sea, not on shore.

Mr. Aitkin.

50. Of what class were the inhabitans of the two places attacked which you have mentioned, viz. Katapan and Samarahan?—They are Malays and some few Bugis amongst them.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 29.)

Court House, Singapore, October 11, 1854.

Abdulkassim. (Called by the Commissioners.)

On being sworn, states:

I am a native of Sarawak, and have lived there all my life; age 30 at least. I am a teacher, and now on my way to Mecca as a pilgrim.

Mr. Prinsep.

1. Do you know anything of the Serebas and Sakarran tribes?—I have been attacked by them.

2. When, and where?—A little before the attack by the "Nemesis" steamer, 1849, I was attacked at Qualla Rejang.

3. What were you doing?—I was bound from Sarawak for Siriki in a trading-prow; it was my own prow. Nine prows came up to me. I pointed my muskets at them, and they sheered off. There was another trader, named Mokim, bound to Singa with three prows. He came up, and anchored, and when they (the Serebas) saw he had anchored, they went up to him, and left me. Mokim's prows were manned, one with twenty men, one with sixteen, and another with six. They attacked Mokim, and fired at him, in my sight. Mokim had four swivels (leelas) in his own prow, the next two; the smaller prow only two muskets. Mokim fired at them. The Serebas fired first; they had two leelas of fifty catties each, judging from their appearance. After two or three rounds from Mokim's large leelas they sheered off and went away. I got to Rejang, and was there told they had been there and captured seven women alive, out of sixteen people in a boat; two other women they killed. The men had jumped out and escaped. The nine women were people of distinction belonging to Rejang; not Mahommedans.

I know of another circumstance:

At the time when Sir James Brooke and the Sakarrans were somewhat friendly (before 1849), before the attack of the steamer, and after the attack on Seriff Sahib (1844), during Pangeran Muda Hassim's time, I went to Sakarran to trade. There are not many houses there; very few. I lived with Bang Kapi, and resided there about ten days, when information came from the people in the interior that the Serebas were fitting up their boats. Bang Kapi ordered Mahomed Kelat to go up the river and see. He went, and saw a great number of prows and men. The boats were launched, and the men in them. He returned and reported this, and said: "Oh, there are many Dyaks in the country." He was asked, how many prows. Mahomed Kelat said the Serebas had 50 prows, Sakarrans, 100. During the night after this Mahomed's arrival, the Dyaks came down. I heard the sound of their paddles at 3 o'clock, like the sound of waves. I loaded my musket. There are twenty houses at Sakarran, at the mouth of the Sakarran river; the houses were surrounded with stockades. At 5 o'clock they came ashore. Twenty prows had reached, and were in front of the houses; the rest were behind. Kottah Rahoo and Boolang, Chiefs of Sakarran, were there, and demanded of Bang Kapi if he would follow them against the Singa people; if not, they would cut off his head. He said, "No, I will not go." They said, "Then, as we pass, do not you fire into us;" to which he agreed, and they passed on. Next day they attacked Singa, and were repulsed. After a hand-to-hand fight they captured thirty, killed thirty, and returned *viâ* Sakarran; sixty or seventy stopped opposite Bang Kapi's house. We went in a prow, and asked the news, and they said thirty of the Singa people had been killed. I wanted to redeem one family of them whom I knew, and who were related to me—a mother and a daughter and son, both her children; the father was killed at Singa. They wanted a "sacred jar" (sixty dollars worth) for each. I wanted to give gongs and brass things. I could not make a bargain for want of "penagus," or sacred jars. I saw the woman and children.

4. Do you know of any other attack by Serebas?—They have destroyed Sinkawang, Sempei, Raya, Kooboo, Limpah, Bassing, and Pontianak. They coast along and destroy all they can. If Singapore was on the coast there, it would be attacked also. Rantap showed me a great deal of plunder—gold, silver, and other things. He is a Chief of the Sakarran Dyaks. I know him intimately. I have slept in his house during the time. I ingratiated myself with him by giving him a "penagu" for a woman captive whom he had taken at Ladong while I was living there.

Mr. Devereux.

5. Did you find your residence there agreeable?—Yes; he gave me presents and was hospitable, and gave us fowls and rooms. When you go to trade they treat you well, and do not take your heads.

6. Did your ascertain during your residence there why they continued to make attacks on other tribes?—I have asked them, "How is it you, Rantap, are so fond of attacking different places?" He said, "Because I am fond of heads."

7. Was he also fond of plunder?—Yes, he takes plunder also.

8. Where did you hear of the attack on Pontianak?—Rantap told me. I was with him two nights, and he sat up telling his different adventures. He related the whole of them.

9. When did people first go into the Sakarran country to trade?—When they are on good terms they go. I only speak of myself; I went. The Sakarrans with sixteen Dyaks went with me. I took twelve "penagus" I do not know of anybody else having gone. I was there one month altogether. I have never been there before or after. I was only there during that short time.

10. Did Rantap, in describing his expeditions, mention that he had any cause of quarrel with any of the tribes he attacked?—He did not mention any cause; there was no other cause but the desire of heads. If a relation of Rantap—his father, mother, or wife—should die, they go out on an expedition for heads. It is a relief to his feelings, and he is satisfied. When the men return with heads they have free access to all the women; they can go into the houses, and do as they like with the women. I learnt this from themselves.

Mr. Woods.

11. How long was it before the attack of the "Nemesis" in 1849, that you were attacked at Qualla Rejang?—About six years.

12. How far were the nine prows from the shore?—In the middle of the mouth of the river.

12*. What description of arms had you in your prow?—Two rifles and two muskets.

13. How was it that these nine prows sheered off on your showing the muskets, and yet attacked three prows armed with leelas?—I suppose they thought those three prows were not armed.

14. How far off were you from the three prows when they were attacked?—From here to that large tree (400 or 500 yards).

15. Had you no means of moving your vessel?—I could not sail, as the wind was very strong against me, and too strong for pulling.

16. Having so strong a wind, did you prefer anchoring to running away with the wind?—It is always the custom to anchor when defending ourselves against pirates. The prow is stationary. The Dyaks' boats are carried swiftly by the tide, and throw their spears in passing, and their aim is disturbed.

17. How near did the Serebas prows approach to these Malay prows?—From here to the nearest rails (50 or 100 yards).

18. Have quarrels long existed between the Serebas and Singa Dyaks?—A long time; they have always been on bad terms.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 30.)

Court House, Singapore, October 11, 1854.

Mataip. (Called by the Commissioners.)

On being sworn, states:

To the Commissioners.

I am a native of Siriki, in the employ of C. Grant, Esq., a Mohamedan servant; I have been in Mr. Grant's service for eight months.

1. Have you at any time had knowledge of the Serebas and Sakarran tribes, and their actions?—Yes; I know their habits of killing people. I have a personal knowledge. My mother and my uncle were killed by the Serebas and Sakarrans. With them were two other men—four in all. We were going for fruit, from Siriki to Leeboo. There were seven in our prow, and two other prows in company. We coasted along. One prow was a-head. The Dyaks were in a small creek. As we passed the creek they rushed out and attacked us. We were alarmed; and some jumped overboard. There were six prows of Dyaks—of Serebas and Sakarrans. I heard they were so. Daya Palembang (follower of Palembang, a chief) and two men from my boat jumped overboard, and were killed. My uncle was speared in the boat. Those other two boats came up to our assistance; had they not, we should all have been killed. My uncle was killed in the boat; but they did not get his head. They took the other two mens' heads. We were going close along shore in a large river.

2. When was your brother killed—and how?—The Dyaks of Sakarran came by land to Siriki; and he was working in a field. They attacked him in a paddy-field. He was killed, and two or three others wounded. The party consisted of fourteen or fifteen of the Sakarran and Serebas. They constantly came in small parties head-hunting.

3. Is that a practice of the Siriki people also?—No; they are Malays.

4. Do you know anything more of them?—When I went with Tuanko Seriff Mashohud, from Siriki to Kalukka, in a prow, we took a short cut through a narrow channel, and we there met twenty prows of the Dyaks. We had a fight, and we fired at each other. They fired at us first, and we returned their fire. We fought and retreated slowly, as far as a point of the land. They did not follow us further. They had just come from the sea, and went into the narrow channel again. About an hour afterwards, seven men from Kijang went into this channel, and found the Serebas there; two of these men were killed. They jumped overboard and left their prows; and the survivors came to us afterwards, having got into their empty boat when the Serebas were gone, and pulled to us.

5. Do you know anything more of these Dyaks?—Seven months ago I went to Siriki, and the Dyaks were making bankongs in the interior of Kurbong, and the Malays went up and took away the bankongs (war prows).

By Mr. Woods.

6. How old were you when your uncle and brother were killed?—Eleven years ago my uncle was killed; nine years ago my brother. I do not know my own age. I believe about twenty-five.

7. On your trip from Siriki to Leeboo, when you were attacked, what weapons had you in your prow?—Spears, muskets and swords.

8. What had the Dyaks?—The same. When they go out in large expeditions, they use leelas; but when they go about secretly, they do not.

(Signed in Malay character.)

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 31.)

Court House, Singapore, October 12, 1854.

Orang Kaya Dana Makota. (Called by the Commissioners.)

On being sworn states:

I lived at the Island of Bunguan, of which I am the Governor, under the Sultan of Singa; am a native of Sirhassan, an island of the same group (Natimas); and am 43 years old.

1. How far is Bunguan from the River of Serebas?—I do not know.

2. What is the nearest point of Borneo from Bunguan?—Tanjong Datoo, two days' and one night's sail—thirty-six hours' sail.

3. Do you know anything of piracies in those parts?—Formerly every year pirates used to visit those islands. They did so till the time the English resided at Sarawak.

4. What pirates are you speaking of?—Illanuns.

5. When did they cease cruizing?—I cannot remember. About ten years since the English came to Sarawak; they have not been there since. We were visited by the Balanini pirates since that time, and we have had a fight with them. They were afterwards taken by the English steamer.

6. How do you know they were afterwards taken by the English?—It was reported by some of the prisoners who were released from captivity and returned to the islands. When these pirates visited Bunguan, two men escaped from [them?], one a native of Tambelan, the other of Banea.

7. How long after they had been at Bunguan did these people escape?—We had a fight with the pirates. We armed our prows and fought for three days. After the fight these men escaped by swimming on shore after we had fought from noon till evening and the pirates were exhausted.

8. Was any damage done to your people?—Several fishermen and others were taken prisoners and carried off; none of our men were hurt in the fight. We fired from a distance.

9. How many people were carried off from your island?—That year they got three men, and wounded one, whom they left.

10. How long ago is this transaction?—Not long after the English settled at Sarawak.

11. Where do the Balanini come from?—From Sooloo, that is their country; they are under the Sultan of Sooloo.

12. Do you know anything of the Dyaks?—During my father's time, when he was Orang Kaya, twenty-four years ago, the Serebas Dyaks came to the island with the Illanun pirates, and in the Illanun prows.

13. What did they do?—My father ordered fourteen or fifteen boats to be prepared, which attacked the Illanuns and took one of their prows. They had abandoned the prow, and got into a smaller Illanun prow, and escaped.

14. How then did you know these were Dyaks?—It was during Seriff Sahib's time; he had ordered them out. They appear like the Illanuns. The Illanuns go into Sakarran, and from thence come out and pirate. Since Seriff Sahib's death, another Seriff, Yahya, came over to Bunguan and lived there, and he gave me all this information; he came over to trade since the English were at Sarawak. My information about the Dyaks is derived from him.

15. Have you ever seen a Dyak?—I have seen them often at Sarawak, at Sambas, and Pontianak. I have a wife at Sambas.

16. Have you seen anything of the Sakarran and Serebas on the Sambas coasts?—I have not seen them there, but the report is that they always visit Sambas and Pontianak to seek for heads. The Malays and Dyaks go together. The Malays take the plunder and the Dyaks heads.

17. Do you know of the Serebas and Sakarran coming to your islands on any other occasions?—Yes; to Sooloo and Sirhassan they have been with three bankongs, without Malays with them.

18. What did they do there?—The chiefs of Sooloo and Sirhassan wrote to me to that effect. If I remember right, the Sirhassan chief said the Dyaks killed nineteen men. The next day the Sirhassan people took to their boats and chased them. The Dyaks rested on one side of an island; the Sirhassan people landed on the other side, and walked across and fought with them. The

Dyaks ran into the jungle and the Malays went up to their boats; on which the Dyaks rushed out on the Malays and killed four of them. The names of the two of the killed were Nakodah Lakim, who was my uncle, Sidoo. Four or five others were wounded. The Malays then took to their boats and chased the Dyaks, who flew towards Soobee. One bankong was there stranded, and the Soobee people took them. The other two escaped.

19. Is the above from report alone?—It is from report alone, but the report is certainly true. I believe it as if I had seen it myself.

20. How long ago is it?—I do not know. I was Orang Kaya at the time; I have been Orang Kaya twenty years. It was before the English came to Sarawak.

21. What tribe of Dyaks was it committed these atrocities?—There are no other tribes but the Serebas and Sakarran. There are no other tribes that commit these acts. The Serebas are the more notorious. There were thirty of those Dyaks killed in the stranded bankong.

22. Have the Dyaks not returned in order to revenge their loss?—No; the Soobee people made over seven of the stranded Dyaks to the Sirhassan people for them to kill, which they did; the rest they killed themselves.

Mr. Devereux.

23. What was the cause of offence given by the people of your islands which induced these Dyaks to come and attack them?—There is no reason whatever. The islanders had done nothing to them, and do not even trade with them.

24. Do not the islanders go over occasionally and attack them?—No; they never attacked them, nor even retaliate on them.

25. Are these tribes of Serebas and Sakarran very numerous?—I do not know. I have not myself seen any of their acts, and have not been to their country. I speak of them from what I have heard on these particular occasions, and from the general character they bear on the coast.

26. How is it that you recollect it was twenty-four years ago that the Illanuns and Dyaks came together, when you do not recollect other dates?—I know very well by the time of my father's death; my father has been dead twenty years, and it was four years before my father's death.

Mr. Woods.

27. You have stated that the passage from Tanjong Datoo takes two days and one night, with what sort of wind do you mean?—A fair strong wind.

28. Did you ever see a Serebas and Sakarran Dyak?—I have seen them at Sarawak since Sir James Brooke's first attack on them.

29. How long ago is this?—I cannot tell. About three years before the wreck of the "General Wood." It was about two years before that. I had made two voyages, one to Sambas and one to Sarawak; and after that I brought the passengers of the "General Wood" to Singapore. We can only make one voyage in a year; that is the way I know how long it is.

30. In your father's time, twenty-four years ago, how do you know the people who came with the Illanuns were Serebas and Sakarran people?—I learnt it from Seriff Yahya, who was in that very expedition himself.

31. Was Seriff Sahib with them on that occasion?—Seriff Yahya was with them; Seriff Sahib was not. Seriff Yahya's father was Seriff Salim; he was taken together with Illanun pirates, and put to death at Soobee by the people there.

32. How long after the attack of twenty-four years ago did Seriff Yahya arrive at Pulo Bunguan?—After the English settled at Sarawak and everything was quiet.

33. Then it was not till Seriff Yahya told you that they were Serebas and Sakarran people, that you knew the fact of their being so?—If he had not told me I should not have known it.

34. What part did the Serebas and Sakarran take in that expedition of twenty four years ago?—I do not know.

35. You have said those Dyaks were ordered out by Seriff Sahib; how did you learn that?—It is a general report.

36. Where was this report general?—All over the Natimas.

37. Were the Sirhassan people ever addicted to piracy?—Never.

38. Have you got the letter from the Sirhassan chief giving the particulars of the attack by three bankongs of Serebas and Sakarran?—I am doubtful; even if I have it, it is not here in Singapore.

39. How soon after the receipt of that letter did you come to Singapore?—I do not remember where I went to that year. The attack of the Balanini pirates was after that by the Dyaks.

40. Between those two attacks did you come to Singapore?—It is uncertain. Sometimes I come almost every year to Singapore, Rhio, and Singa.

Mr. Woods insists on these questions being recorded.

41. Between the time of the attack twenty-four years ago and the death of your father, did you come to Singapore?—During the time of my father I never came to Singapore.

42. After the death of your father when did you first come to Singapore?—After my father's death I came to Singapore for the first time on my way to Singa, to receive my appointment from the Sultan.

43. Have you been often at Singapore since that time?—I have been many times; I cannot recollect how often.

44. On any of your visits to Singapore have you mentioned to any of the authorities the circumstances you have detailed to-day?—No.

45. You have stated that the Serebas are more notorious than the Sakarrans; where are they more notorious?—Wherever you go; if you ask what Dyaks have come out and committed depredations, you are told Serebas Dyaks.

46. Where is the place where you are told this in answer?—Everywhere; Pontianak, Sambas, and every other place I have been to; and though the authorities of Pontianak have cruizers to oppose them, they cut off heads from people in the interior of Pontianak.

47. Are they friendly or unfriendly with the people of Sarawak, Sambas, and Pontianak?—I do not know if they are friends or enemies, but they take their heads.

48. When were these cruizers ready at Pontianak?—They are always ready.

49. Have you seen the cruizers?—Yes, many.

50. Are there no other people that these cruizers are intended to oppose; Balanini and Illanuns?—They watch for all pirates.

Mr. Aitkin.

51. What has brought you to Singapore now?—I am on my way to Mooka.

Mr. Devereux.

52. What flag do your prows in the Natima Islands sail under?—The Sultan of Singa's; a black flag with a white square in the corner. The same when we go to Sambas, or anywhere else.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 32.)

Court House, Singapore, October 12, 1854.

Nakodah Mahomed. (Called by the Commissioners.)

On being sworn states:

I am a native of Kalukka; have lived at Sarawak for the last four years; command my own prow; have been a nakodah about thirty years.

To Mr. Prinsep.

1. Do you know anything of the Serebas and Sakarran Dyaks?—I know personally of an attack by the Serebas, Sakarran, and Karrowit Dyaks, on

Nakodah Minoodeen. Forty men of Minoodeen's were killed; only three escaped. This happened about twenty years ago, at sea, off the mouth of Sakarran river.

2. How do you know of this circumstance?—The three men who escaped came to Kalukka, where I was. They swam on shore at night, when the enemy could not see them. Their prow was sunk.

3. What description did they give of the affair?—The pirates first fired upon them and wounded several, and afterwards approached them, and boarded the prow. So many boarded the prow that she sunk. They killed all the people of the prow.

4. How do you know these were Dyaks?—That is what the three men said; it was their story.

5. Did you know Nakodah Minoodeen?—Yes, he was a Bruné man, and had a wife at Kalukka.

6. Did you hear any of the firing?—Yes, it could be heard at Kalukka; not the small arms, but the guns. Nakodah Minoodeen had iron guns. The Dyaks had no guns; only spears and swords.

7. Was Nakodah Minoodeen then going from or to Kalukka?—He was bound from Singa to Kalukka.

8. What sort of people were they on board?—All Bruné people.

9. Do you know anything of the Serebas and Sakarran people?—Their country has three rivers, and their interior is one, and the three tribes are as one people.

10. Do you know any other act of violence?—Yes. Nakodah Mahomed, of Bruné, was attacked on his way from Singapore to Kalukka. He, too, had a wife in Kalukka. He was attacked on a rainy night, off Qualla Kalukka. There was not one of the crew escaped. Several headless bodies were found by people coming down the river, some on the shore, one in the fishing stakes. This was about fourteen years ago. Some of the dead were recognized, because all the heads were not taken. They were attacked, and some were drowned without their heads being taken.

Mr. Devereux.

11. How do you know they were attacked at night?—We heard the reports of guns at night. I heard them myself. We can see the Qualla from the house.

Mr. Prinsep.

12. Was the boat ever seen again?—She must have drifted.

13. How was the boat identified?—From some of the bodies not having lost their heads. Neither Nakodah Mahomed nor any of his people were ever seen or heard of again.

14. Had she been expected there?—There had been a report received of her having left Singapore on her return, and she was expected.

15. Do you know any other instance of violence?—Yes, I will relate one which happened to myself on my return from Singapore to Kalukka, eighteen years ago. On passing Qualla Serebas I was attacked by fifty bankongs, in the day time. We were engaged two hours, and we fired into them. They had no fire-arms, and there was a fair wind; I sailed into the Qualla Kalukka, and they into their qualla. They could not approach me close, and I do not know if any of them were killed. They did not follow me into the Kalukka river; it was close to our qualla, and they did not dare to follow me. They followed me for two hours from the Serebas to the Kalukka.

16. Your residence at Kalukka is in the immediate neighbourhood of these tribes?—Yes. Before my time how many people have been killed (meaning very many).

17. Are the Serebas, Sakarran, and Kanowit the only tribes that kill people?—The only ones who are pirates (prompah). How many thousands they have killed I cannot conceive.

18. Have those tribes been less destructive of late?—They still commit piracies, but not so bad as before. Before, traders could not leave their home without being attacked; but now, since Sir James Brooke's three attacks, one has some safety in making a voyage. They do not care who they meet at sea; they kill everybody.

Mr. Devereux.

19. Have you known anybody killed since Sir James Brooke's last attack?—No. I have heard of attacks on land, but not at sea; people working in fields have been killed in the interior of the Kalukka country. Kalukka has been deserted.

20. Why has Kalukka been deserted?—The inhabitants have abandoned it; there was no safety there; every year forty or fifty were killed. All the inhabitants have left it. The inhabitants were Malays, like me.

21. Did the people of Kalukka ever go and take heads from the Serebas people, or attack them in any other way?—No; it is only those three tribes that take heads generally from everybody; other Dyak tribes take heads among each other, Dyak from Dyak; they do not take heads from the Malays or go out in boats for them; they have now ceased taking heads. The Serebas, Sakarran, and Kanowit take heads from Malays, and have not discontinued taking heads; my ancestors have all had their heads taken. The deaths at Kalukka were more often caused by the heads taken than by anything else.

22. Do you know the town of Sintang?—Kalukka and Sintang are the same. It was after their attack on Sintang, with a hundred native prows, that the Malays abandoned the place. Only two of the inhabitants were killed by the bursting of a gun; the rest retreated into the interior. Several of the Dyaks were killed, but we could not tell how many, as they took away the bodies.

23. Where did the inhabitants settle?—All settled at Sarawak; the place has now become a jungle.

24. Have you seen any other attacks by them?—Nothing else. I once lived on the Tipatang. The people have since abandoned that place also; that took place four years ago.

25. Do they not wish to return there?—If the Dyaks would cease to attack them, they would like it; what is the use of returning if you are sure to die?

Mr. Woods.

26. Was the only knowledge you have of the attack on Nakodah Minoodeen from hearsay?—I did not see them fight, but those who escaped landed at Kalukka, and they gave me the account.

27. And in the case of Nakodah Mahomed?—In that case I myself saw the dead bodies and recognized them; they were people I had known.

28. If a number of dead bodies without heads were found, either on the sea shore or the river bank, and there was no account how they came there, would the Kalukka people conclude that they had been killed by the Serebas people?—Yes, by the Serebas, Sakarran, and Kanowit; no other tribes but these kill people.

29. Have the Kalukka people ever been on friendly terms with the Serebas and Sakarrans?—Never really friendly and at peace. They have been friendly for short periods, but still they kill.

30. On the occasion of your return from Singapore, when you were attacked by fifty bankongs, can you state what was the object of that attack?—Their object is to take men; heads and property are their desire; they prefer heads.

31. Are they all Dyaks, or are there any Malays with them?—They go together with Malays.

32. Do the Malays get the heads?—No, the Dyaks do.

33. Who get the plunder?—It is divided between them; the chiefs get more, and the common people less. Whoever takes the plunder gets half, the rest is divided among the whole; the Malays get part of it and the Dyaks part; there is no division of heads.

34. Where did you ascertain that the Dyaks share in the plunder?—The Serebas Malays told me; they come constantly to Kalukka. The Dyaks are under the control of the Malays.

35. Were the Malays always under the influence of the Dyaks, or has it only been recently?—The Dyaks live in the interior, the Malays on the coast. The Dyaks of Serebas and Sakarran control the Malays; with other tribes the case is different,—the Malays control the Dyaks.

36. You said the other Dyaks, besides those, have ceased to take heads; have those other tribes not taken heads on any recent occasion?—I cannot say

whether the other Dyak tribes have stopped or not, but they do not take heads by sea. The Serebas, Sakarran, and Kanowit, are the only tribes that can be called sea Dyaks.

37. What are the tribes that have ceased to take heads?—I do not know their names; Oya, Sarawak, Ladong, Singa, Samarahan, &c.

38. Have those tribes no other opportunity of getting heads except when war is made on the Serebas and Sakarran?—That is the only opportunity they have. When the English went they joined; without their going they dare not go. These are the only opportunities. They had the custom of taking heads before Sir James Brooke's time.

39. Then it is since Sir James Brooke's time that they have left off taking heads?—Yes, the friendly tribes have since then ceased.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 33.)

Court House, Singapore, October 13, 1854.

Lo-Choon-Chang. (Called by the Commissioners.)

On being sworn, states:

By Mr. Prinsep.

I am a native of Hae Hong, in the Province of Canton, in China, and resided at Sarawak after Sir James Brooke had settled there. After being two years at Sarawak, I went to Ladong for two years, and then for six years I lived at Sirikie, after which I returned to settle at Sarawak again, and have since made trips backwards and forwards to Ladong, where my wife lives.

1. During this period have you any knowledge of the Dyaks of Serebas and Sakarran?—Yes; I know they always kill people and take their heads. The Dyaks take the heads, and the Malays the gold and silver and all the other goods.

2. Do you speak from your own knowledge or from report?—From my own knowledge. I have seen the remains of what they have destroyed.

3. On what occasion?—At Mato, during the time I resided at Sirikie six or seven years ago, another Chinaman, a friend of mine, went to Mato, and there saw a man wounded on his left side. Two men were killed, two wounded, and one woman captured. One man was a Malay man named Abrahin. I saw him myself. Mato is twenty-four hours' pull or sail with the tide from Sirikie.

4. Is that the only instance of an attack that occurred whilst you were living at Ladong and Sirikie?—There were other instances.

5. Have you ever met in your trips between Sirikie and Sarawak a Serebas or Sakarran war-prow?—Yes; I have once met them.

6. What took place?—I was in company with a Malay prow, and I ran into Qualla Taba. The Malay prow ran on shore, and the crew abandoned her. The bankong took the goods, and cut to pieces the prow themselves.

7. What was the crew comprised of?—Sarawak men.

8. Was there war at that time between Sarawak and Serebas?—I do not remember.

9. Did the prows belong to the Malays of Sarawak?—I know the crews were Malays of Sarawak, and she sailed from Sarawak. I do not know who the prows belonged to.

10. Have you ever lived at Sambas?—Yes; from Canton I went more than twenty years ago. I lived there eight years. I lived in Montrado, in the interior, one day from the mouth of the river.

11. Did you there see anything of these Serebas people?—When I first arrived I heard that Soongie Ria had been attacked by the Serebas and Sakarrans. Some of the houses were burnt and some were not burnt, and I saw many dead bodies. I was at Montrado at the time. The report was brought to

Montrado that the Dyaks had made the attack at Soongie Ria, which is half-a-day's journey off. The Kongsie sent a body of Chinese to assist. I was one of them.

12. What did you see when you went?—I saw that it had been committed the day before I arrived.

13. Had the bodies their heads on?—No, all headless.

14. Was there any property taken away?—Yes; brass ware, scented wood, tobacco, and other goods. The people who were killed were all Chinese who had never given any offence to them. They were four days' sail off from the Serebas people, and do not trade with them. The Dyaks do nothing else but take heads. When they have plenty of heads they become like Rajahs. The Malays navigate and steer their boats. The Malays take the plunder, and the Dyaks the heads. This took place when I first arrived from Canton.

15. Is there much alarm on that coast among the Chinese for these people?—Yes; much alarmed when they know that they want heads; how should they be otherwise?

16. Are the Serebas and Sakarran the only Dyaks which the Chinese are afraid of?—Yes; these are the only two tribes, the Serebas and Sakarran.

Mr. Woods.

17. You stated that you met the two bankongs out at sea. How far from the shore were they?—As far as from here to the Government Hill (about half-a-mile). We were off shore when the bankongs came off from a creek.

18. Were they Serebas or Sakarran or Kanowit people?—They were Serebas Dyaks, because their prows are different from the Kanowit. The Serebas and Sakarrans have the same bangkong, and the men are the same.

19. In the attack which was made on Soongie Ria, how do you know that it was Serebas and Sakarrans who were engaged?—They cannot be other people; in other countries they do the same. The other tribe of Dyaks do not go any distance to kill. They kill amongst themselves only, and do not kill Chinese and Malays.

20. Then in saying the outrage was committed by the Serebas and Sakarrans, you merely think so because you have heard of similar outrages being committed by them elsewhere?—If they did not do so I would not say so. The other tribes do not commit such acts.

21. Do you mean to say that you think the Serebas and Sakarrans must have committed the outrage because the other Dyaks do not commit such outrages?—Yes; all the other countries that I have heard of being attacked have always been attacked by the Serebas and Sakarrans.

22. Was there any person else to whom it could be imputed?—It is too far: no one else would dare.

23. Have you heard of the Balanini and Illanun pirates?—Yes; when I went to Sarawak and Sambas.

24. Are they a terror to the people on the coast?—Yes.

25. Do you know any instance of the Illanuns and Balanini proceeding up the river or the coast, and carrying off the people?—There were two men sold at Egan, who were captured by Illanuns. The two were off Sambas, and were caught by them in the fishing stakes at Sakarran. I knew these men.

Mr. Prinsep.

26. When did that occur?—Ten or twenty years ago, while I was at Sambas.

(Signed in Malay character.)

(Signed) K. B. Stuart Roberson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 34.)

Court House, Singapore, October 13, 1854.

Nakodah Hajee Achmet. (Called by the Commissioners.)

On being sworn states:

I am a native of Oya, and commander of my own prow.

By the Commissioners:

1. How long have you been a trader on the coast of Borneo?—Ever since I could earn my bread.

2. Do you know anything personally of the two tribes Serebas and Sakarran?—Yes.

3. What do you know?—About fifteen years ago I was on a voyage, and had anchored at Talang Talang, when thirty boats of the Serebas bankongs, returning from Sirhassan, attacked me there. They had just returned from pillaging Sirhassan. Talang Talang is an island between Tanjong Datoo and Sarawak. They were armed with muskets, and so were we; he had also four leelas, but they had none. I ordered my men not to allow them to come close to us, but to fire upon them, which kept them off. They came towards us in a hostile manner; this was why I ordered my men to fire at them. I remained at anchor till the wind was favourable, but the pirates went away.

4. Was this the only time you know of these people?—No; many more times.

5. State them.—I was once going to Singa for birds' nests, perhaps twenty years ago, when I was young; and I was at anchor at Pulo Sreson, in the centre of the Qualla Sakarran. The Serebas and Sakarran came from sea in about thirty bankongs, when they tried to approach and attack us; they had opened all their kadjangs, and were ready with their spears. The tide was very strong, and they could not pull against it, so I fired into them several times with my leelas, and they drifted inland up the river. When they come up against the tide they never attack, because they are obliged to pull instead of using their spears, and are entirely at our mercy, and it is always our custom to anchor when we fight, because we have the advantage to fire at them when they are paddling up. They did no damage, being too far to use their spears, and sheered off; but had they come down with the tide, they would have done damage, because we could not stand against their spears; they use also leelas and muskets. On another occasion, I left Oya with twelve boats to fish at Qualla Egan,—this is many years ago also,—when we saw a great many Serebas Dyaks coming in boats from the Serebas side. We abandoned eight prows, getting all into four, and escaped to the shore, losing our prows and property. There were no lives lost, but they took everything in the prows, and cut to pieces the prows themselves; I cannot say whether there were Malays with them or not, but I know they were Dyaks, from their bankongs.

6. Have you been attacked on any other occasion?—I have seen several places that have been destroyed; I went once to Takajuong, inland of the Bruit river, about ten years ago, where I saw a great many dead bodies; all the houses were burned, and everything was destroyed, and the bodies were headless; everything was plundered; I was at Bruit, about half-a-day's sail off, when this took place, and I went with the Bruit people the day after to the place attacked. Some of the people were Islams, and some not; some neither Malays nor Dyaks. There were no survivors on the spot at the time I went, but there has been a woman rescued since.

Mr. Devereux.

7. Was there war going on at that time between the Mato people and them, or was there any offence given?—There was no cause whatever; they (the Serebas and Sakarrans) do not seek for cause; it is their profession to kill people.

8. How do you know who committed that outrage?—I know that the Serebas and Sakarran people did it; they have always made such attacks.

9. Where was the woman redeemed from?—Through the Kanowits, who were formerly at peace with the Serebas and Oya people.

10. Have you seen the woman since?—Yes; she is my own relation.

11. Was this outrage before the arrival of Sir James Brooke at Sarawak?—Long before Sir James Brooke's time.

Mr. Devereux.

12. Do you know the coast between Oya and Mooka?—Yes, I do.

13. Do you know the village of Panât?—Yes, it is close to Oya.

14. Have you anything to state regarding that village and the Serebas?—Yes; they have always attacked that village until it was abandoned, and the people who could not live there any longer went and lived at Oya, now about ten years ago.

15. Do these attacks now go on still, or have they decreased?—It is now discontinued.

16. Since when?—Since Sir James Brooke's attack in which I assisted, the one in which the boats went up the Kanowit river, and where the steamer was anchored from the sea about four days' sail of a prow up the Egan river. This is about five years ago. There are many more minor instances which I could relate, which would keep me till night; and if Sir James Brooke had not assisted in the suppression of them the Oya people could not have been at rest now. The Panât people who deserted have now returned to their country. Egan and Mulas also were formerly attacked, but now have commenced cultivating their countries since Sir James Brooke's attacks.

Mr. Woods.

17. Are the Serebas and Sakarran tribes independent of every other power in Borneo?—They are quite independent.

18. Are all the Malays and the other Dyak tribes of Borneo on bad terms with the Serebas and Sakarrans?—They are all on bad terms. When they meet one another, they kill. The Serebas always attack, and of course the attacked people always defend themselves.

19. Have the other tribes at any time retaliated on the Serebas?—Never.

20. Have the other tribes never attacked the Serebas in their own country? Never; if the Malays would lead them, they would go; they dare not go alone.

21. At Talang Talang, when you fell in with the thirty bankongs of Serebas and Sakarran, you stated that they had returned from Sirhassan; from whom did you learn that they had been there?—From the information of the Sirhassan people, which I learned, as I touched there on my way from Talang Talang.

22. How could the people at Sirhassan say that the bankongs you met off Talang Talang were the same as those that visited Sirhassan?—You can see the Island of Sirhassan from Talang Talang—the high rocks, but not the beach.

23. Had these thirty bankongs at Talang Talang any distinctive mark by which they could be distinguished to be the same as had visited Sirhassan?—They must be the same, for when I was at anchor I saw them coming from that direction, and they succeeded in taking four men from the Sirhassan people that same time.

24. How long before Sir James Brooke went to Sarawak did this event happen?—I do not know; it was before I went to Mecca eight years ago, perhaps fifteen years.

25. When you fired into the bankongs, did the bankongs return the fire?—Yes.

26. What firearms did they use?—Muskets.

27. You state that you kept them off; what was the nearest distance they came to you?—Beyond musket shot.

28. What were the size of your prow, and how many men had you?—About thirty koyan, and I had twenty-five men.

29. How many men were in the bankongs?—From 30 to 100 in each boat.

30. Was the trip you made to Singa in the same prow as this?—How can you go to Singa in a large prow? the one I went to Singa in was about eight koyan and fifteen men.

32. You stated that the thirty bankongs had muskets and leelas which you

et on the Singa trip; state why they did not make use of them?—I could not see their firearms; I do not think I stated they had leelas.

34. The sampans who were out fishing at Egan, had they firearms?—Only spears.

35. Did you consider that spears were sufficient weapons when employed fishing so near the Serebas and Sakarran country?—We were always in the habit of fishing there, and never having met them, the Serebas and Sakarrans, there before, we were not afraid of them.

36. State whether the men in the bankongs were Dyaks which you met on that occasion.—I cannot state whether the men were Malays or Dyaks which were in them; for if we had been close enough to see the men in them, we would not have escaped, because they are very fast.

37. In the account you have given us of the attack on Tikaguang, were the particulars obtained from the woman subsequently released by the Kanowit people?—I saw the bodies myself, and heard the particulars related by her after her release also.

38. Prior to that attack, had the Mato people any quarrel with the Serebas and Sakarrans?—No.

Mr. Devereux.

39. You stated that this woman was redeemed through the Kanowit people, who at that time were at peace both with the Serebas and Mato people; what do you mean by being at peace?—The Kanowit is between the Oya and Serebas; they go to seaward to the Malays for their clothing and other articles, and to the Serebas for their grain, so that it is for their interest to be at peace on both sides; but when the Serebas wish them to join in their excursion, they do not go.

40. Then while they refuse to follow them, they can still keep at peace; cannot other tribes do the same?—The other tribes cannot; they do not wish to be friends with them; the Rejang people tried it once, and the Serebas people got goods on credit, and received large presents to establish a peace, and then commenced their attacks again, and denied having done so, saying they could not find out the parties who attacked, blaming it on each other. After they took their property and their lives, how could they be at peace after that; but with the Kanowit people they have not treated them so, and do not take their heads, as they are under the Kaim, who do not like to quarrel with the Serebas.

41. What are these Kanowit which you speak of?—They are tattooed; not the same tribe as the Serebas; the Kanowit river is inhabited by Dyaks. These Kanowits who tattoo themselves are not Dyaks, and live opposite the mouth of the Kanowit and the Egan river.

(Signed) H. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 35.)

Court House, Singapore, October 13, 1854.

Nakodah Abdulla. (Called by the Commissioners.)

On being sworn states:

By the Commissioners.

1. Where is your home?—Oya.
2. Have you been there always?—Yes, all my life.
3. Have you traded by sea?—Yes.
4. During your pursuit have you had any knowledge of the Serebas and Sakarran?—Yes.
5. State them.—I have suffered twice from them. After landing at Ladong, I left, and was at anchor at Sabungan about two years before Sir James Brooke arrived at Sarawak. The Serebas Dyaks came from behind the prow in four boats. I saw them coming, and loaded my muskets and only leela when they

approached and asked who we were. We had no time to reply; the spears flew, and I was wounded in the great toe. We fired our arms, and they retreated. They were about sixty yards off, and I don't know whether we killed any of them or not, but their spears came into our boat and wounded me. On another occasion I was bound to Kalukka, about one year before the arrival of Sir James Brooke. The Serebas Dyaks were going to the left of the River Bruit, and we were going to the right, but on their seeing my prow at anchor they turned upon us, whereupon I entered the river and reached Mato, the wind and tide being fair, and then anchored opposite the houses, where they stopped also, not daring to come further. They had four prows. I slept there one night, and when I heard they had gone I came out, and reached Kalukka in safety. On another occasion my father and two others went to cut the sago-tree at Oya, when sixty Dyak Serebas came upon them from the interior, by land. Two of them were killed. My adopted father was killed, with one of the others; the other dived so far into the water that the spears could not reach him, and he escaped. I was in Oya at the time, and went myself and fetched my father's body; it wanted the head. This happened about two years before Sir James Brooke settled at Sarawak.

6. How do you know they were the Serebas Dyaks who did so?—I heard from the men who escaped that they were the Serebas Dyaks, and had killed my father, whereupon I went and looked for his corpse.

7. Do you know any other instance of the attacks of the Sakarrans and Serebas?—No, I never inquired, as I am a trader.

8. Is there any particular mark that you know these Dyaks of Serebas or Sakarran by?—Their head-dress is different from other Dyaks, their ear and arm ornaments are different, they have many bangles of brass on their legs and arms; the other Dyaks wear earrings also, but they are different from the Serebas, and there is no difficulty in distinguishing them.

Mr. Woods.

9. On the first attack which you speak of, where you were wounded, were there any other weapons used beside spears?—What were used by the Dyaks at me were spears; I do not know if there was any other weapon.

10. Did they go away after the first discharge of your muskets?—Yes.

(Signed in Malay character.)

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 36.)

Court House, Singapore, October 13, 1854.

Retti. (Called by the Commissioners.)

On being sworn states:

I am an Oya man, and a Malay Mahomedan.

By the Commissioners.

1. Do you know the witness Hajee Achmet?—Yes.

2. Were you in his company when he saw the Serebas off Pulo Tresow?—I was. Twenty or thirty prows of Serebas came in sight. We were at anchor. They did not come near. I could see them, and that there were a great number. We ran away. We weighed our anchor. We could see the men. If they had come too near we should not have escaped. When we came close the guns were fired. Nakodah Achmet could not fire, they were too far off. The Serebas had no guns. We were few in number and we ran away.

3. Do you know anything besides this of your own personal knowledge?—No.

Mr. Woods.

4. How long since the affair you have related took place?—Six, seven, ten or twenty years; I was very young at the time.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 37.)

Court House, Singapore, October 14, 1854.

Nakodah Moomin. (Called by the Commissioners.)

On being sworn states:

I am a native of Oya, and live there in the same kampong as Pangeran Mahomet Ali. I am a trader for this last forty years, by sea and land both, and I have a prow of my own which I trade to Singapore, Sambas, Pontianak, and other places; and I have possessed in all about thirteen prows which I have traded with.

1. In the course of their maritime trade have you become acquainted with the Serebas and Sakarran tribes, and their habits?—I have seen them once while fishing at Tulla Oya with six sampans, when I saw eight long bankongs of the Serebas; they attacked us and we fought with them. We had about ten muskets and successfully resisted them. They abandoned one of their bankongs and ran away. We had also one small leela of about one pecul weight. None of us were hurt; we had plenty of muskets. They had 500 men, and threw their spears; some of them we received on our shields, but none of us were hurt. We were sufficiently close to tell that they were the Dyaks of Serebas; they had many bangles on their arms, and wore strips of cloth round their loins, with bajoos made of twine very thick, on purpose to resist the common wooden spears. I know well the Serebas people, and their mode of dressing; and some of my relations live on the sea-board of Serebas, but they are not Dyaks. I could tell a Serebas Dyak among any other Dyaks of other places, they have large slits in their ears and are different.

2. How long ago is it since this attack happened?—Three or four years ago; after Sir James Brooke's attack; when everything was quiet.

3. How far were you off shore?—As far as you can hear a musket.

4. From where did these Dyaks come when they came up to you?—From the west side of the Oya river.

5. Were any of the Serebas Dyaks wounded or left behind or killed?—One of the prows which were chased of the Serebas was chased to the shore, when the men in her jumped into the sea and escaped into the Egan forest, and we could not follow them.

6. Did you take the prow?—Yes.

7. Are the Serebas and Sakarran prows distinguishable from the prows of other tribes?—Their bankongs are all alike except the Serebas Dyaks, who have a bundle of split leaves on a staff six feet high in the fore part of the vessel, serving the purpose of a flag; without this sign they would be killing each other; this bunch of leaves was found in the boat we took.

8. Did you ever hear anything of the men that escaped?—We heard that they had reached their country long after.

9. Which are the Dyaks which have bankongs?—The inland tribes have not bankongs; the sea Dyaks have all bankongs.

10. Is this the only instance you know of attacks of the Serebas and Sakarran Dyaks?—This is the only sea attack that I can speak of personally.

11. Was there any offence given for this attack?—No cause. Whenever they meet us, they always attack, and are enemies to the Oya people, and are naturally bad.

12. What race are the people of Oya?—They are Malays, like myself, and have many mosques.

13. Have you ever met the Serebas out at sea while you were trading?—Yes, five or six prows at a time. I could not tell what particular Dyaks they

were, but they never attacked me, as my prow was very large. I never saw the bunch of leaves I spoke of, as they were always too far off.

14. Does the Oya boundary of territory touch that of the Serebas by land?—Yes; you can walk from the Kanowit river to the interior of Oya; and the Oya people go to Kanowit to trade with the tattooed Kanowit.

15. What land attacks do you know of on Oya?—The Serebas Dyaks, under Boa Ria, attacked Oya fifteen or twenty years ago, and burnt 120 houses one morning before breakfast, killing two Rajahs and twenty men; the others fled to the jungle. They carried off a variety of goods, fire-arms, &c., burning the remainder; they took the heads of the slaughtered. I was there, and fired my own guns, which were about 150 catties each; one of them burst. They had no cause, or debt, or reason whatever for this attack. They are pirates; they came by sea in their bankong, and the people were unprepared.

16. How far is Oya from the sea?—On the sea-coast.

17. How many bankongs had the Serebas on this attack?—They had 150 bankongs, with about 2,000 or 3,000 men, with three Chiefs; it was reported from the sea-coast of the Serebas that there were three Chiefs.

18. Do you know of any other attacks?—They made a second attack on the same place three years afterwards unsuccessfully, long before they heard of Sir James Brooke. This time they came in twenty bankongs, and the Oya people had previous information, and were prepared. They (the Serebas bankongs) ran away. I was there myself; there was no firing, as they saw we were ready for them.

19. Do you know of any other attacks by the Serebas?—No; I have only related what I have seen and assisted in myself.

20. Have you seen the effect of their ravages?—Yes, but not till a long time after they had happened and places burnt.

21. Are there any other tribes besides the Serebas and Sakarran which the Malays of the coast are afraid of?—They are moderately afraid of the others; but the Serebas and Sakarrans, they are very much afraid of. The others are the Siriki and Kanowit Dyaks, who are few in number, and are little afraid of; but all Dyaks kill; but those two tribes, who are numerous and powerful, we are very much afraid of.

22. Do other tribes besides Serebas and Sakarran go along the coast in bankongs, taking heads?—All Dyaks are bad, and take heads; but the Serebas and Sakarran are the worst, and the instances are few where they go along the coast in bankongs to take heads; the Siriki, Kanowit, and Kalukka, and Sadong Singa are those who go along the coast in their bankongs beyond their own coast for that purpose.

23. Can you state any instance of those Dyaks going along the coast for heads?—I have never fought with them, but have seen them at sea. I have heard before Mr. Brooke's time that they all used to take heads, but not after.

By Mr. Woods.

24. State the object of the two attacks which you have mentioned on Oya, and the people of it, by the Serebas?—To cut off heads, and take property.

25. Did Malays form any part of the attacking parties on those two occasions?—No, in neither of the attacks.

26. Do Malays ever go with them on their expeditions?—I have never heard.

27. You stated that some of your relations lived on the sea-board of Serebas and Sakarran; how long have they resided there?—I have distant relations who live at Kalukka, Sadong, and Sarawak, but they do not live with the Serebas.

28. In speaking of the sea-board, you mean to say that Kalukka, Sarawak, and Sadong are included in that term?—Yes; on the coast in the interior are Dyaks.

30. Were any masts and sails found in the bankong you took at Tulla Oya?—Bankongs have no sails.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 38.)

Court House, Singapore, October 14, 1854.

Badder. (Called by the Commissioners.)

On being sworn states:

I am an inhabitant of Bruné, and am a seafaring man: I have a house there.

By Mr. Prinsep.

1. Do you know the Dyaks of Serebas and Sakarran and their habits?—Yes.

2. What has brought you acquainted with them?—I have been attacked by them at Sobooya about fifteen years ago, at sea, on my way to Sadong in a prow, from Kalukka. We fought with them, and beat them off; they had seventeen bankongs; they came out of their river; we were at sea, and they attacked us; they were near enough to spear, and within musket shot. There were some spears came on board us, and I was wounded in two places, going right through the front part of my body, below the small ribs: I have another wound on my leg. There were about seventy men in each bankong. I knew them to be Serebas by their dress, which is well known to everybody. This is the only time I ever met the Serebas tribe. They had muskets but no leelas; we had muskets and leelas both.

3. Do you know of any attack, within your personal knowledge, made by them on land?—I know they have attacked villages on the coast. I was at Mato when Mato was attacked, about fifteen years ago, the same year I was attacked in the boat. The Serebas people came about 4 o'clock A.M., before sunrise, in fifteen bankongs, and about seventy men in each boat; they entered the river, and had not reached the shore; we took to our boats, and went and met them. The people who were along shore fishing came and gave previous notice. We chased them and fired into them, but were not close enough to spear, but might have damaged them: they made their escape. I know of no other place which was attacked.

4. Have you seen the effect of any attack on Kalukka?—No.

Mr. Woods.

5. You stated that the bankongs that attacked you on your voyage from Kalukka to Sadong had muskets; did they use them?—They had one musket, which I heard the report of once.

6. Could you see whether they had muskets or not?—I saw but one single musket, which I heard the report of.

7. On any of the occasions you have fallen in with the Serebas and Sakarran bankongs, had they muskets and sails?—Yes, I have seen them use sails.

8. When, and where?—When they attacked me they had mat sails, and one mast, which they used when they ran away; when they came up they were paddling.

9. Did you ever see a Serebas or Sakarran bankong before that occasion?—I have seen one, two, and three bankongs coasting along with paddles; previously to that attack I have not seen them before under sail.

10. Have you seen them since, or on any other occasion, under sail?—On no other occasion under sail; they always used their paddles.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 39.)

Court House, Singapore, October 14, 1854.

Abdullrahim. (Called by the Commissioners.)

On being sworn, states :

To Mr. Prinsep.

I am a trader of Oya, and am about fifty years of age ; I have had formerly a prow of my own, and since sailed in other prows.

1. What voyages have you made ?—Singapore, Pontianak, Sambas, Tringano, and after to Sarawak, that is our people.

2. Do you know anything of the Serebas and Sakarran Dyaks, and their habits ?—Yes.

3. Have you ever fallen in with them at sea ?—Yes, on one occasion, not long ago, about three years ago, at Tulla Mooda, between Oya and Egan. They had more than ten bankongs. We ran away. They came almost within musket-shot for a good marksman. Their number I cannot tell ; we were too frightened. They had long large bankongs. We ran our boat ashore, and swam on shore and left all our property in the boat, which they took, and then cut up the boat in pieces ; because they cannot get the men they cut up the boat. I walked to Oya from where we landed. None of us were hurt. They fired a musket once.

4. What was their object in attacking you ?—They wanted our heads ; what other object ?

5. Do you know any other instance personally, or have you fallen in with them ?—No, only that once. I had no inclination to go out pleasuring in small parties ; I have always gone in large parties. I have seen them at a great distance, but could not distinguish them. If you pass the Serebas and Sakarran you are sure to fall in with them, but they only attack small boats.

6. Is it their custom to go along the Oya coast ?—Yes, always every day some of them coming and going. Now they have given that up ; when they used to go out the least was four or five boats, and sometimes ten.

7. Since when have they given this up ?—Since they were attacked about six years ago, by Rajah Brooke, but have never been attacked but this one time since then.

8. Have you ever been attacked, or are you afraid of any other Dyaks ?—No, they are all good Dyaks.

9. Have you seen them at Pontianak ?—I have heard people say that they have attacked and cut off heads as far as Sambas and Pontianak, and even as far as Bintulu to the northward.

Mr. Woods.

10. The attack which you have mentioned at Mooda ; was there more than one musket discharged ?—Only one.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 40.)

Court House, Singapore, October 16, 1854.

Nakodah Ally. (Called by the Commissioners.)

On being sworn, states :

To Mr. Prinsep.

I am a native of Kyong, to the south of Pontianak, and command my own vessel, with which I have traded for ten years.

1. Have you ever, during your voyages, become acquainted with the

Serebas and Sakarran Dyaks?—I have been towards Sarawak, after Sir James Brooke had the government there, now about three years ago; and on going to Oya about three years ago I met three prows of the Serebas at the promontory beyond the Sirikie river; I knew them to be Serebas, from the other Dyaks of Ballow, and Singa, and Sabooyo, because they wear ear-rings. The prows are bankongs, and they came within hearing; I cannot state the exact number of men in each prow, but I think there were about thirty or forty men in each bankong; I could see them distinctly. I did not see whether there were any Malays with them or not, as I was very frightened. They asked from where we had come, and I told them Sarawak; they asked permission to approach, and we told them they could not, and prepared our arms—two leelas, twelve muskets, and four blunderbusses—and then they paddled away. I cannot tell how they were armed, but there was no firing. They did not follow us, as it was getting dark.

2. Do you know anything of those tribes from former experience?—When I lived at Sarawak, where I lived for three months, three years ago; I knew them then. This is all I know of the Serebas and Sakarrans.

3. How long have you known the Serebas and Sakarrans?—During my father's time, about twenty-five years ago; I heard of them always killing people towards Pontianak.

4 Do you remember any expedition which they made towards Pontianak?—I have heard of it.

5. When was that?—Before Mr. Brooke's time; perhaps twenty years ago they destroyed a village on the Pontianak river, named Sukulanting, inhabited by Malays. I was often there, and about six months after I went to trade there, when I learned that the people had been killed or captured, and the rest had ran away. They plundered all the goods of the village.

6. Was this the only instance you know of the ravages of the Serebas and Sakarrans on that coast?—This is the only instance I have heard of altogether.

7. At any time within your knowledge have the people of Pontianak been afraid of the Serebas and Sakarrans?—They were alarmed formerly, before Sir James Brooke's time, but now they venture to trade to Sarawak; before they were afraid to trade by sea at all.

8. Are the Serebas and Sakarrans the only Dyaks that the people of the coast are afraid of?—When the people of the Pontianak coast speak of being afraid of Dyaks, they are afraid of all Dyaks, but not of those Dyaks who reside in their own country.

9. What Dyaks are they afraid of?—The Dyaks to the north and west.

10. Are they afraid of the Singa and Sabooyo Dyaks?—They are so far off that the people of Pontianak do not know any other Dyaks by name but the Serebas.

11. How far is Kyong from Pontianak?—Three days' sail, with a fair wind.

12. Have these people ever come as far as Kyong?—No.

(Signed in Malay character.)

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 41.)

Court House, Singapore, October 16, 1854.

Hajee Mahomet Sahat. (Called by the Commissioners.)

On being sworn, states:

To Mr. Prinsep.

I am a native of Pontianak, a Bugi, and have traded for twenty years, and commanded square-rigged vessels and schooners, and have come on a trading voyage in my own tope to Singapore. I have lived always at Pontianak, and made my pilgrimage about ten years ago.

1. Do you know anything of the Serebas and Sakarran tribes, and how has your knowledge been acquired?—They have frequently been killing and attack-

ing at Massawa, and Pangeran Mahomet had charge of the government, and is brother to the Sultan of Pontianak. About ten years ago they attacked Massawa, and the Pontianak people went up to assist them, and my grandfather went with prows and guns—about forty prows altogether. I was young then, and was left behind. They had frequently before come into those rivers, and taken the heads of the Chinese who are settled there.* When they attacked Massawa the people were prepared, and they were chased out by Pangeran Mahomet in four boats until they got to the Qualla, when a fight ensued, and they killed all except Pangeran Mahomet and fifteen men. When the Dyaks saw the Pontianak prows coming, they ran away.

2. Is this the only instance you know of the attacks of the Serebas and Sakarrans?—I have heard of their taking people off the fishing stakes, and it was quite a common practice before Sir James Brooke attacked them.

Mr. Devereux.

3. What was the cause of offence given?—There was no cause, but a mere desire to obtain heads.

4. Do the Serebas trade with the Pontianak people?—No; who dare? They have long hooks with a pole, which they use to haul a man in with, and then cut their throats. They have also sumpits, which frightened people very much.

5. Have they ever been attacked in their own country by the Pontianak people?—No; they are afraid.

6. Were the people of Pontianak much afraid of them?—Yes, formerly they were, but not now, since Sir James Brooke attacked, at which the Pontianak people are very much pleased.

7. Have you yourself met them at sea during your voyages?—No, never.

8. Have you traded with the neighbourhood of their country?—I have never been to that side of the coast.

9. How many years is it since the attack on Massuwa?—I think it was two years before I went to Mecca. I never keep any account of time: it is not the custom of the Bugi, but this attack was during Mr. Chamar's time, before M. Bondriot's time. When M. Bondriot was there, the Dyaks had ceased their attacks.

(Signed in Malay character.)

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 42.)

Court House, Singapore, October 16, 1854.

Mahomet Sally. (Called by the Commissioners.)

On being sworn, states:

To Mr. Prinsep.

I am a native of Oya, and a trader for the last twenty years, with a boat of my own, and have acted nakodah.

1. Where have you traded to?—From Oya to Sarawak and Singapore. Mooka Pinut and others close by I have been to also.

2. Do you know anything of the Serebas and Sakarrans?—Yes, I know them, and my country has been destroyed by them about fifteen years ago, before Mr. Brooke attacked them. I was there at the time.

3. State the circumstances.—The Serebas came from the Kanowit river in about eighty bankongs early one morning, just about the time people were getting up. The people were unprepared, and they attacked and burned houses cut off the heads of five people. Half of the town they had possession of and all the property in that part they took away. They took one man prisoner also besides the heads, and then they went away, as they could not attack any more

* Those rivers are chiefly occupied by Chinese.

the people defending themselves getting into all the high houses, about five or six fathoms high.

4. Is that the only attack you know of, either land or water?—Another time I was going to Egan with two prows: in the one boat thirty men, and in the other fourteen. We met them between Oya and Egan in about thirty bankongs. We met and fought. They attacked us first. We had in the large boat four large leelas, and twenty muskets and rifles; and in the small boat we had only three leelas, no muskets or rifles. Our small boat was sunk. They fired into the boat, and speared the men, not one being left. Several also of the Serebas were killed, but in our large boat no one was killed, as we were well armed. The small boat was near enough for assistance, and they attacked us also. Thirteen men were wounded with spears and sumpits, but none of us killed. It was afterwards reported that sixty or seventy of the Dyaks were killed. After this they retreated, and so did we. They took away the heads of those they killed, and we picked up and took back to Oya the bodies. The pirates used both muskets and leelas, and some of the thirteen wounded men were wounded by musket shot also.

5. Is there any other instance you know?—I know of a great many other instances which I could tell of, but I refuse to do so, because it would take till night; but I could speak of the different occasions when I was myself attacked.

6. Up till what time did these attacks last?—Sometimes one and two instances in one year; but the last I have related is the last attack upon me by these tribes. There was sometimes people killed, and sometimes not.

Mr. Devereux.

7. What is the general character of these attacks: were they provoked or not?—No cause or bad feeling: their object is only to get heads and plunder.

8. Are there any other people who attack in the same way without provocation, and with the object of only heads and plunder?—No other tribe but the Serebas: I do not know the Sakarran people.

9. Why have these attacks ceased within the last fifteen years?—Because Mr. Brooke attacked them.

10. Do the Oya people keep bankongs?—No.

11. Who are the people who keep them?—Dyaks.

12. Do you consider it safe to go along all that coast in a large prow armed with leelas, from the attacks of the Serebas?—Even in a large prow we were afraid. We could resist them, but not if they were very numerous.

13. At the time when the Serebas were making attacks, did their attacks prevent the traders coming from that coast to Singapore?—In coming to Singapore we go directly out to sea out of their reach. Goods brought to Oya are the produce of Oya itself.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 43.)

Court House, Singapore, October 17, 1854.

Spenser St. John. (Called by the Commissioners.)

On being sworn states:

Mr. Prinsep.

1. I believe you are now in some office in Borneo, is that the case?—I am Acting Commissioner and Consul-General in Borneo; I have been so for nearly four years, since the 1st February, 1851. I have been in Borneo for six years, with an occasional absence, once to Siam for two or three months, and have resided chiefly at Sarrawak.

2. Were you there at the time of Captain Farquhar's expedition?—I was with the expedition; I was with Sir James Brooke's squadron at the entrance of the Kalukka; that squadron consisted principally of native allies, viz., thirty or forty native war-prows and two English cutters. The native boats were princi-

pally from Sarawak, some from other places. Sir James Brooke was with that squadron.

3. Did Sir James Brooke suggest the expedition?—Yes.

4. Can you state, within your own knowledge, the circumstances which called for that expedition?—It was called for by the continued acts of piracy which had taken place in the latter end of 1848 and the first six months of 1849. I have always understood that it was arranged between Sir James Brooke and the British Government that he should attack these pirates, and Lord Auckland, then First Lord of the Admiralty, sent the "Meander" out, commanded by Captain Keppel, for that special service. She was provided with boats particularly calculated for river-work; they were of a peculiar construction. Sir James Brooke, myself, and Mr. Napier, and all the Labuan officials, came out in her in 1848.

5. What are these acts of piracy?—I can mention three small trading-boats being taken in February, 1849, near the entrance of the Sarawak river, by the Serebas; I saw myself a finger that had been taken out of one of these boats. Sir James Brooke sent down a party to find a man who was said to have escaped from these boats; the party found one of the plundered boats, as they said, stained all over with blood; the only remains in it were a finger and hair, dotted with blood about the side of the boat where they had cut the men's heads off. I believe they did not find the fugitive. The plundered boats were going from Sarawak to Sadong; the one I spoke of had nine people in it, two women and seven men; the others I do not know the particulars of; they were never heard of again; I took the particulars down at the time in my private journal. The next instance happened a few days later, on the 1st March, 1849, at Sadong. The Serebas Dyaks attacked the people on the banks of the River Sadong; the people were out gathering in the harvest at the separate farms on the river; they attacked them at dawn, just as the people were going out to work. There were from 100 to 120 people killed and taken on that occasion. The Serebas came in bankongs, said to be 120 in number: they attacked in what is said to be the usual way; the leading boats of the fleet coming up the river, stopped at the first houses, and the succeeding boats pushed on to the next farm, and so on, so as not to give the alarm to the farms in advance. One of the houses made a resistance, and fired muskets: there were forty men belonging to this one; it was a raised house, elevated on posts about six fathoms high; thirteen of the men ran into the jungle, twenty-seven into the house; those in the house fired, and killed and wounded three Dyaks, which gave the alarm to a great many above, who escaped. They, the Serebas, did not reach the town, which is forty miles up the river; these farm-houses were scattered for at least twenty miles along the banks of the river on both sides. A great many of the 120 killed and taken were women, some of whom escaped after Captain Farquhar's attack, and got away from Rembas in a small boat by themselves during the confusion subsequent to the attack; they got away, first to Singa, and afterwards to Sadong. I have seen some of them lately; one of them was a woman of rank, who was said to have sold some of these women as slaves, and was accused of this in Court, where I happened to see her and some others, who I knew were of that party.

6. Who were the people who were attacked?—All Malays; the Dyaks live farther in the interior.

7. What did the Serebas do after this?—They went back to their own country; they are sure to have done so, because it is their custom, after one successful attack, not to attempt another on a large scale, but to return home.

8. Was this reported immediately after at Sarawak?—It was reported, I believe, the very next morning.

9. Was anything done in consequence?—An expedition was immediately fitted out from Sarawak, consisting entirely of native prows, but we were unable to get beyond the Samarahan river in consequence of the heavy sea.

Mr. Devereux.

10. Who did Sadong then belong to?—It was a nominal dependency of the Sultan of Brunè. It did not then, and I believe had not for many years, five or six at least, paid any taxes to him.

11. You did not then get to Sadong?—No; we made a second expedition about the 23rd March, 1849, with four boats of the "Nemesis" and the native

flotilla, to attack the Serebas. On arriving at the entrance of the Serebas river, we heard that there was a large Malay Serebas boat in the Lipat branch of the Kalukka. The force immediately proceeded there for the purpose of capturing that boat. The report was false. We then went into the Sazang, to meet the Bandar of the fortified village of Sazang, which contains about 500 Malay fighting men. The Bandar and his people complained bitterly of the attacks made upon them by the Dyaks of Rembas, and offered to send guides and a small force if we would attack these Serebas Dyaks. Sir James Brooke then proceeded immediately and attacked them, as these were the very people who had just attacked Sadong. We went up the Lipat as far as the boats would go, and then marched overland about twenty-five miles, and attacked the Dyaks of the Rembas branch. Only the native force went; the Europeans staid to protect the boats. The natives were from Sadong, Sarawak, Kalukka, Singa, &c., and were in great numbers. Their force amounted to 100 prows. They attacked eight villages on the Rembas, each village being one large house, containing from twenty to fifty families; they burnt them: they reported that two of the enemy were killed, and three prisoners taken, one woman and two children. No Serebas Dyak fighting man can be taken alive; they never give quarter and never expect it. We then returned to the entrance of the Serebas. Having sent a spy-boat a-head, it reported that there was a fleet at the entrance of the Rembas river, chiefly of Dyak bankongs. We immediately proceeded there to attack them. They retired up the Rembas; we followed them for one day, but not thinking the European force strong enough to attack their fortified places, we returned.

12. For what reason was that expedition undertaken?—I suppose it was on account of Sir James Brooke's orders from home to put down piracy. Captain Keppel publicly announced, in September 1848, to all the native Chiefs he could collect together, his intention of returning in the spring to attack the pirates of Serebas and Sakarran; but from the expectation of a war with China the Admiral kept the "Meander," 44 guns, and sent the "Nemesis," steamer. The expedition was also caused by the late acts at Sadong and other places, and Sir James Brooke, I believe, went with so small a force in order to keep them in check until a larger force should be available. The outrages I have already mentioned occurred in the first ten days after our arrival from Labuan, but numberless other acts had previously occurred while we were away for three or four months then. I recollect that we took notes of people who had been killed and taken during the preceding six months, and made them out to be certainly not less than 600. Two villages were destroyed by the Serebas in the Sabangan river just at the entrance of the Sadong.

13. When did you first hear of these people?—I arrived here in May 1848; I heard of them here, and of course I had previously heard of them in England from Mr. Wise and other sources; I heard of them here through Dr. Treacher, and from letters that arrived from Sarawak. When I reached Sarawak in September 1848, it was the engrossing subject of conversation among all the Europeans and naval men. It was at that time that Mr. Hentig read the first address to Sir James Brooke; I wrote it for him at his request. In the end of September 1848, I went to Labuan, Sooloo, and other places, and came back about the 18th of February, 1849, to Sarawak. About a month after the expedition I have spoken of, which ended on the 9th April, we went away (about the 15th May) on a mission to Sooloo, and returned again to Sarawak in the end of June. Then the force was all collected, and trained for about a month. It consisted of the "Albatross," "Royalist," and "Nemesis." I believe we waited for the return of the "Nemesis" from Singapore. We started on the 24th July, and attacked the Serebas off the Kalukka. My belief is, that the first shot was fired by them. Most of the fleet thought the same, but Sir James Brooke thought otherwise. This expedition was intended to be a final attack. The "Meander" came a week after the affair of the 31st July, and after one fruitless attempt to join us Captain Keppel did not make any further effort to join us, as he thought the operations must be nearly over. We were eight miles from where the actual attack on the Dyaks took place on the 31st July, 1849. Their fleet passed before our squadron, and fired four guns, probably leelas, at us. We did not fire at them first, but a rocket had previously been fired in the air as a signal before we saw them; but the spy-boat had brought in the news of their approach.

14. Were you a witness to any atrocities committed on the Serebas or

Sakarran Dyaks in that expedition?—Certainly not. When we went up the Kanowit I did not see any atrocities. I did not see a single head during the expedition. It is quite contrary to the custom of the Dyaks to show the heads, for fear of their being taken away by their Chiefs. If strangers asked them, they would, I suppose, show them directly. If a Chief has no heads he could take them away from a poorer man. I wish to mention an instance of the determination of the Serebas not to be taken alive. Captain Wallage, three days after the action, offered ten dollars for every Dyak brought in alive. Every Malay who heard of it endeavoured to procure the reward. There was a large number of Malay allies. They only, after many days, could catch one old man, who was taken alive by being first beaten and stunned by blows with paddles. This is the only prisoner I have seen from the Serebas, except one taken among the tattooed Kanowits by accident. I believe that a much smaller number of heads were taken than is generally reported, as the bodies of the slain would go out to seawards, as they were killed several miles from shore. By native report there were 300 killed, and the rest, to the number of about 500 more, died in the woods, or after reaching home. The reason why so many died was, that some of the Dyaks came from Sakarran, and they had to walk a very great distance back with only what food they could pick up in the jungle. I know of two villages, of one long house each, to which only three or four returned out of a great many that went. Personally I saw no atrocities committed, and did not hear of any. I do not deny that the Dyak allies cut off heads. I think the custom is an atrocious one, but when I said I saw no atrocities, I meant cruelties, —murdering women and children, &c.

15. Since that affair, have the Serebas Dyaks made many expeditions out to sea?—I believe not one which I should call an expedition. I have heard of small parties. There has been one large expedition up the Rejang from the Kanowit river by the Sakarran and Serebas Dyaks. They were Buah Ryah's people. I know it from a person who saw them go out. They went up the Rejang to a small village of Pakattan Dyaks, and asked the male villagers to become their guides over to the Kapooas country, near the head waters of the Pontianak river. They started, but after a few days' walk they got tired, and killed the whole of their guides for their heads, returned to the village, and captured all the women and children. I mention this as an instance of their treachery. This was about January 1853. They are not to be trusted.

16. Since that expedition by Captain Farquhar, have they given up their forage by sea?—They have not gone in large numbers, but they have attempted it. They were prevented once in January 1853. A fort was erected by Mr. Brereton a little way up the Sakarran river, for the purpose of protecting a portion of the Sakarrans who had abandoned piracy. The pirate force belonging to the other portion came down and fired into the fort. They sent only two bankongs ahead, which fired into the fort. The fire was returned by the fort, to the great apparent injury of their bankongs. They fled, and were pursued round a point by Mr. Brereton's prows, and there they met a large force, and were beaten. Mr. Lee was killed; he was knocked overboard, and his head half cut off in the water; his body then sunk, and was afterwards found; the rest of the three prows' crews escaped ashore; about twenty were wounded, and one or two Malays killed. Two attacks have also been made on the fort at Kanowit—one about five months ago—both on a large scale. Many attempts have been made to get to sea, and in small numbers they have succeeded in doing so sometimes by other channels. About four months ago five or seven Chinamen, with 700 dollars' worth of cargo, took out a clearance from Sarawak to Singa; they were not heard of again until it was reported that their heads were hanging up in a Dyak house in the interior of Serebas: this was heard from some neutral Sakarran Dyaks who have not declared against piracy. Since the expedition of Captain Farquhar, the Serebas Dyaks' expeditions on a large scale have completely ceased. About fifty men only are said to have been killed this year. In 1850, 1851, and nearly to the end of 1852, I never heard of any man being killed at sea. I went in the boats of the "Contest" with Captain Spencer in 1852 to meet the Serebas Chiefs, Malays, and Dyaks, in order to strengthen the hands of the peace party. There are two parties in Serebas, the same as in Sakarran; about three-fourths appear to wish to give up piracy, and about one-fourth still desire to continue piracy. This last section live in the very interior, where they consider themselves beyond the reach of attack. I think the Serebas

people are now very much got under; the small-pox has been amongst them, and has carried off some off their worst Chiefs, and I think that if there was a large expedition preparing, we should receive information of it from the Malays of Serebas. Singire, the principal Chief of Pakoo, is desirous of giving up piracy altogether; he was one of the worst. The worst, Orangkaya Pamaneha, has just died of small-pox. Singire, I think, will go on expeditions by land, but not by sea. They will not give up the practice of taking heads, but they find it is difficult to procure many, as they are chiefly surrounded by their own people, and tribes of their own race, from whom they cannot take heads.

Mr. Devereux.

17. You said you proceeded to the Lipat river to attack or take a Serebas Malay prow; what was the cause of this intended attack?—Because the Malays of Serebas are as villainous pirates as any in the world; they go out on all these expeditions of the Dyaks—on all the large expeditions; they were out on the night Captain Farquhar attacked them. The Dyaks go out in bankongs; the Malays sometimes in the Dyak bankongs, sometimes in their own large war-boats, which are prows like other Malay war-prows, entirely different from bankongs and trading-prows, and are very large, formidable boats. I think the largest I have heard of was mentioned by Captain Keppel as 90 feet long, and would hold, probably, 150 men. I have never seen one out.

18. Can you state what was the original condition of the Malays of Serebas?—I have always understood that, for seventy or eighty years, they have been joined in piracy with the Dyaks as at present.

19. Have they never been subject to the Sultan of Borneo?—Not so as to pay taxes or tribute during the last sixty or seventy years. He has often tried to get power over the Serebas Malays by conferring titles.

20. Do these Malays live in separate towns?—Yes, but at Pakoo the Dyaks are within sight of them, and at other places they were intimately mixed.

21. What is the position of Oya, Mooka, and Egan, with regard to the Sultan of Borneo?—I should call it semi-independence. They have refused generally to pay tribute, but have occasionally bought goods of him at a higher price than they are worth, as a mark of respect to the Sultan. They acknowledge the Sultan to be their chief, but will not allow any interference in their internal government. I should compare them to the old relation of Tunis and Tripoli to the Porte.

22. Do they consider themselves to form part of the Sultan's dominions?—Yes.

23. And the Serebas and Sakarran Malays?—They have received titles from the Sultan, and have borne those titles; but I never heard of their acknowledging any sovereignty. This is all referring to a time before 1849.

24. Can you state the probable population of the Serebas, and Sakarran, and Kanowit Dyaks?—I have estimated them often, and the accounts vary from 100,000 to 120,000 souls; these are the piratical ones.

25. And how numerous are the Kayans?—We have no certain information. I went myself up the Barram: they are very numerous there; they extend to the Rejang at that part which is a day's walk from the Bristooloo Kayans.

26. Are the tattooed Kanowits, Kayans or Dyaks?—I think, myself, a mixture of Kayans and Millanows (Mato people). They are in number about seventy families.

27. How is it that the Serebas Dyaks do not make war upon them?—Because they are a sort of go-betweens. They get all the goods required, purchasing them at Oya and Egan, and bring them up and sell them to the Sakarrans, who live on the Kanowit river. The Sakarran and Serebas will take their heads when they want a head. In the last four years I have heard of about a dozen of their heads being taken.

27½. Do the Serebas take the heads of the Kayans?—I think not: I cannot say. They are an immense distance from each other; but I remember hearing Mr. Burns say, that the Kayans would cooperate in any expedition against the Serebas. He offered to bring them down the Rejang himself.

28. What is the nature and extent of the Serebas and Sakarran country?—Near the sea, flat. At about thirty miles up the Serebas, commence gentle hill and dale. From the Malay town Boling, at the entrance of the Pakoo, you can see high mountains in the distance, probably thirty or forty miles off. The

Serebas tribes which cannot take heads from each other extend over a very large tract of country. They have now within a month's walk only one Dyak tribe called the Booggows, from whom they can take heads. The Booggows are of a different race, living in the Sautang; some of them, in the territories allied with the Dutch, and claimed by the Dutch as their own. They are divided into various sections. Their distance is so great that very few of the Serebas and Sakarrans go. Mr. Brereton has made a peace between the Sakarrans who have declared against piracy and these Booggows. There is another difficulty that the nearest tribe to the Booggows, the Batung Lupars, object to war parties passing through their territory.

29. Do you conceive that the Dyaks of Sarawak still retain a strong taste for taking heads?—The law against head-taking was passed in 1842. I know of two offences against that law since. As far as I know, they have been from Sarawak in very small numbers on the British expedition. It is therefore twelve years, with few exceptions, that they have been out of the habit of taking heads. I think they do retain a taste for head-taking, and would do it if they were not checked. The subject has only been mentioned to me once, when it was suggested as a sacrifice to avert a bad harvest. I think they are perfectly contented with the law. I think it never has been for the ten years before Sir James Brooke a custom much observed by them. They were too miserable to think of such things. I think that among the hill Dyaks the taste will be eradicated in another generation; among the sea Dyaks, as long as they are allowed to accompany expeditions, the taste will continue.

30. What prospect do you conceive there is of the taste ending among the Serebas and Sakarran Dyaks?—I do not see any, unless a strong government be placed over them. Their head-taking from Oya, Mooka, and those parts, cannot be stopped without a Government interference; the sea expeditions can be stopped in a great measure. The nearest Dyak tribe from whom they can take heads is at a month's journey; and now the main source of heads is Oya, Mooka, &c. If there was a direct Government action, the head-taking could be stopped. A man always boasts of his head-taking, and can therefore be known and fined, or punished through his chiefs.

31. Who keeps up the forts you spoke of?—They are kept up by Sarawak under the sanction of the British Government. Sir James Brooke reported to Government his intention of establishing them, and this proceeding was approved of.

Mr. Woods.

32. When at Sarawak in whose house do you usually reside?

Mr. St. John declines to answer questions put by Mr. Woods. He states his willingness to answer any questions which are put through the Commissmissioners, but entirely objects to answer anything addressed to him by Mr. Woods. States that this question affects not only himself but many others who have the same objection to answering questions addressed to them by Mr. Woods. Knows four gentlemen of the same mind.

Mr. Woods states he is here acting professionally, and on his own behalf, and has conducted the inquiry to this time, and cannot think of putting his questions through the Commissioners.

Mr. St. John observes he was refused permission to put questions on a former day, and thinks Mr. Woods has no more right than he himself had.

October 18, 1854.

The Commissioners intimated to Mr. Woods their wish to hear him on the subject of their power to enforce Mr. Woods' examination of Mr. St. John.

Mr. Woods said that it would be inconsistent with the mode of inquiry hitherto pursued, and thought that for consistency's sake the Commissioners should not change the mode. The question of the Commissioners having the power to enforce the examination rests with them, and in their discretion. It is very clear the Commissioners have not power to punish the party for a contempt under the terms of XV of 1850.

The Commissioners decided that they cannot enforce an examination of a witness who makes objection, by any person except themselves; and informed Mr. Woods that if he has questions to put to Mr. St. John, they should be stated to the Commissioners, who will put any questions which they approved of.

Mr. Devereux.

33. Do the Serebas and Sakarran trade with Sarawak of late years — stated yesterday that in 1850, 1851, and 1852, there was a considerable trade. I believe forty bankongs came at one time laden with goods, and a continual stream of them in smaller numbers came during the fine season; when the bankongs come in trading expeditions they have very few men in them. In 1853 and the beginning of 1854 they came in Malay prows mixed with Malays, and in much smaller numbers than previously. There is now a very large trade carried on by the Sarawak Malays with the Serebas Malays, principally in gutta and rice from Serebas, piece goods and iron from Sarawak. When the bankongs came to Sarawak they used to seek particularly for muskets; this was stopped a few months before Sir James Brooke returned from England in June 1853, by the imposition of a duty on the import of muskets into Sarawak. This duty was principally intended to prevent the export of muskets to Sambas, where the Chinese are in rebellion against the Dutch; also it was intended for the Serebas. A duty was also put on powder. These duties were 2 dollars on a musket, and 12 dollars on each hundred-weight of powder. The effect has been entirely to stop the importation of arms and powder, but not a dollar of duty has been received. The Serebas have not, I think, ceased coming on account of that duty, but from quarrels among themselves and a market nearer home, by traders going to Boling at the entrance of the Pakoo.

34. Have the Serebas artificers among them?—They have blacksmiths who can make choppers, but they cannot repair musket-locks, or other parts of muskets.

35. Has the diminution of outrages by the Serebas much affected the trade of Sarawak and of the coast generally?—I believe the Sarawak trade is now about eight times as great as it was in 1849, the year of Captain Farquhar's attack. In 1849 the exports, in round numbers, from Sarawak were worth 50,000 dollars; I calculated it myself last year from the trade returns at 400,000 dollars, exclusive of the gold exported. The imports are about equal with the exports, and increased in the same period in the same proportion. With regard to the trade of the coast, I can only say it has increased. I think in all the rivers the difference is strongly marked; a very great increase. In Serebas there was no trade in 1849, and now a comparatively large trade. There have been trade returns kept at Sakarran and Loondoo for two years; I have not got them by me, but I know that the trade has much increased. I take a great interest in trade, and always get all the returns I can, but I have not brought them with me. There has been a very large increase of trade with the Oya, Mooka, &c., which are the sago countries. I attribute this increase to the greater security in the transit by sea, which is in fact complete, as no trading boat of any size, that is, with more than ten men, has been taken for five years. The security by land in those parts is not complete; viz., in Siriki, the Sarang, Oya, Mooka, Mato, &c. I have heard of four or five people being killed in Oya, Mooka, Egan, &c., the sago countries, and about thirty on the Rejang. I should mention that as secondary evidence on the subject of the Serebas and Sakarran Dyaks, and their acts, my evidence is as good as any one's, as I have made particular inquiries of people who have come to Sarawak from the coast as far as Bintulu, on the subject, and know the Malay language familiarly. It is the custom for traders arriving at Sarawak to come to me and converse with me. I have had twenty in a day; and Serebas and Sakarran chiefs also have constantly come to me, and from them I have obtained full information regarding these people.

36. Have you, from these people's conversation, learnt whether the attacks of the Serebas and Sakarran were caused by intertribal war, or by any other cause?—Their attack on the Oondoop Dyaks, who live off the main branch of the Batang Lupar, I call intertribal war; they have an immemorial feud with them. In every other instance I consider their attacks piracy when made by sea or on the rivers, and are made solely for heads and plunder; their attacks by land, in which they almost always come in very small bodies by stealth, to kill a child, or a woman, or a man, as the case may be, I call murder; and if they take goods, I call that robbery. I think there are no recent feuds or intertribal wars. That with the Oondoop Dyaks is the only feud that I know of. The Oondoops were completely driven from their country, but are returning since 1849.

Questions put by the Commissioners at Mr. Woods' suggestion.

37. Where do you live when at Sarawak?—I have no objection to answer this, but I think it is a question that there is no right to put. I live in a separate house from Sir James Brooke; that is, I sleep and sit in a separate house.

38. How long were you the private secretary of Sir James Brooke?—I never was so.

39. Did you receive the appointment of Her Majesty's Acting Commissioner at the recommendation of Sir James Brooke?—It is a difficult question to answer. I was secretary to the Commissioner and Consul-General Sir James Brooke, and naturally succeeded to the acting appointment when Sir James Brooke returned to England in February 1851.

39*. Who furnished you with the particulars of the attack by the Serebas on three Sarawak boats, in one of which a finger was found?—What I remember is this: Some fishermen brought news of having seen Serebas bankongs near the entrance of the Sarawak river, and the relations of those who had gone in the three boats (about two days previously to the finger being found) became alarmed by the reports that were spread about, and I believe they went down to the entrance of the river in one of the Government armed boats, and found the empty one as I have stated with the finger in it and marks of blood, and stranded, I believe, in one of the creeks. The whole coast is a mass of creeks. The finger was brought to Sarawak. I remember seeing it held up when I was at dinner. I do not recollect the boat being brought up.

40. Who are the people who in your knowledge have supplied the Serebas and Sakarrans with muskets?—Of my own knowledge I know nothing previous to 1849. I recollect hearing that Seriff Sahib supplied them with muskets, sending his own boats to Singapore with the plunder, and purchasing muskets and other necessaries for the Dyak and Illanun pirates. Since 1849, muskets were sold in the shops in Sarawak by the Chinese, till 1853. I believe it was not known to what extent the Dyaks were buying, till a case came on in court, in which a Serebas Dyak was concerned in purchasing muskets, and we made inquiries, in consequence, of the Chinese, and found they had purchased very largely. It was stopped two or three months afterwards by the duty.

41. Where are the forts situated which command the Serebas and Sakarran Dyaks?—I know of two forts erected as a check on the Serebas and Sakarran pirates; one is situated at the entrance of the Sakarran river, about 60 miles up the Batang Lupar, the other is situated at the entrance of the Kanowit, about 100 miles up the Rejang. There is a third fort erected at the entrance of the Singa river, 20 miles up the Batang Lupar, to protect the Singa Dyaks. The first two forts were built to check the expeditions of the Dyaks. Sir James Brooke wrote home informing Lord Palmerston of what he had done, and his proceedings were approved of.

42. How far is the fort which is most remote from Sarawak from the boundary of Sarawak as ceded by Muda Hassim?—There is a great extent of country which I have never measured; many rivers and impassable forests intervene.

43. What people live between it and the former boundary of Sarawak?—The former and present boundary of Sarawak are the same. A great many tribes live between the most distant forts and the Sarawak boundary; Samarahan and Sadong, land Dyaks, the Malays in those rivers, a few sea Dyaks, the Singa Dyaks, and the whole of the Serebas and Sakarran countries. It may be 150 or 200 miles. The map is no guide, as I think no observation was taken at Kanowit.

44. Previous to the firing of the four guns at the squadron of native allies at the mouth of the Kalukka by the Serebas fleet in July 1849, was any call made on them to surrender or to parley?—They were too far off, I think, when they fired; they were 500 yards off. It was just dusk, but we could see them plainly enough.

45. Were attempts made to secure prisoners?—I never heard of any man coming within reach of anything but musketry. One Malay was taken prisoner by some of our boat's crew after the action. We were not within eight miles of the affair. One shot only was fired by the native flotilla at the entrance of the Kalukka, in answer to those four, so far as I am aware.

46. Do the sea Dyaks of Sarawak refuse quarter as well as the Serebas and

Sakarran Dyaks, whom you yesterday stated to do so?—I have never known the Sarawak sea Dyaks go out on any expedition, except those with Europeans, against the Serebas and Sakarran Dyaks, who never take quarter. I suppose they would not take quarter, as their enemy did not in these expeditions.

47. Do you remember the attack of the Sow Dyaks of Sarawak, in 1849, on the Puttong tribe?—I remember hearing of it.

48. Was such a case disposed of in the Court at Sarawak?—It certainly was.

49. Would you consider the attack by the Sow Dyaks on Puttong piracy or murder?—It depends on the circumstances of the case. If the Sow Dyaks had not suffered injury previously, then I should call it murder, and if they had been attacked previously I should call it legitimate, except that they broke the law made by Sir James Brooke, that no Dyak could retaliate.

50. Had the Puttong Dyaks made any previous attack?—I never inquired into the matter that I am aware of.

51. In disposing of that case in the Sarawak Court, was it considered piracy, murder, or what?—If a reference be made to Captain Keppel's second book it may be seen; I do not recollect.

52. In Parliamentary Paper No. 4 of 1852, p. 13, in Captain Farquhar's Report to Sir F. Collier, it is stated, that "the force pushed up to the Kanowit, taking the inhabitants who made no stand quite by surprise; their villages became an easy prey to the natives." What are the natives alluded to, and in what way did the village become an easy prey?—I think the natives with us were principally from the sago countries, Oya, Mooka, &c., and some Sarawak and other Malays. All the Dyaks belonging to the force had returned to their homes. The way in which the natives took the villages was by pushing on a-head when the English boats stopped at the first houses to look out for an ambuscade. The natives passed on before we again got under way, and so got forward in great numbers and took all the houses before we came up, until the spy-boat reported a large force collecting a-head, when the natives stopped and waited for the English boats.

53. Did the natives carry away any plunder?—Certainly.

54. Are the original inclosures 1 and 2 in a letter of Sir James Brooke to Lord Palmerston of 5th March, 1850, to be found in the records of the Commissioners and Consul-General of Borneo? The inclosures are two letters from the Sultan of Bruné and Pangeran Makota to Sir James Brooke.—I have very little doubt they are; the records are at Sarawak. I may observe that Makota's letter confirms many of the particular statements of witnesses made before the Commissioners.

By the Commissioners.

55. Do you know Labuan sufficiently to inform us if by going there we shall obtain evidence on the character of the Serebas and Sakarran Dyaks?—I think you will not get evidence of any consequence; I have not been there, however, for a year.

(Signed) SPENSER ST. JOHN,
Acting Commissioner, &c., in Borneo.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Court House, Singapore, October 24, 1854.

Spenser St. John. Re-examined at his own request.

56. Have you any information to add to your former evidence?—I wish to state that I was present when the spy-boat returned on the occasion alluded to by the Datoo Patingi, in his evidence, given on the 21st instant. The spy-boat came up close to Sir James Brooke's war-boat, to report that they had had a skirmish with the Serebas. They then pulled away, and mixed with the other boats. Sir James Brooke had nothing to do whatever, as far as I heard, with distributing the heads. Had he done so, I must have heard it, as I never left his boat; nor do I believe that the Datoo Patingi had anything to do with the distribution of the heads, as the crew of the spy-boat were not in any way under his influence, being men of different rivers. As far as I

recollect, there were one or more Dyaks in the spy-boat, and the heads would be most likely given to them. To my certain knowledge, Sir James Brooke has always discouraged the practice of head-taking, and forbidden boats with heads in them to come alongside. He has always told the Dyaks that he entirely objects to such practices, and desires them to keep away from him, and not to bring such things near him. I myself have never seen a head on an expedition, except once, when I had a glance of one; I have seen dozens of dried heads in the houses. In the whole of these expeditions, there were very few of Sir James Brooke's own Dyaks. Nine-tenths of them came from countries which were not then under his rule. The persons who killed these Dyaks in the spy-boats are now in Sarawak or the neighbourhood, and their evidence can be had—Aban Hassan, Aban Ain, Taip, and others.

57. Was that spy-boat a Sarawak boat?—Yes; she was called "Anak Ular," the Young Snake.

(Signed) SPENSER ST. JOHN,
Acting Commissioner, &c., in Borneo.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 44.)

Court House, Singapore, October 19, 1854.

Harrington Wellford Parr. (Called by the Commissioners.)

On being sworn, states:

I am harbour and port-master and à justice of the peace at Labuan, and have served under the Government there, five years in December next.

By the Commissioners.

1. Were you there at the time of Captain Farquhar's expedition?—No.

2. Have you any personal knowledge of the coast of Borneo, from Sambas to Labuan?—I have a slight knowledge of the coast, from Tanjong Datoo to Tanjong Sirik.

3. Have you any knowledge of the Serebas and Sakarran tribes, said to be piratical?—I have seen some of them, and have always heard them to be piratical.

4. When you first arrived at Labuan, what state was the coast in between Labuan and Sarawak?—In a very unsettled state; and there was less trade then than there has been since I arrived, in December 1849.

5. Were there any violences being carried on there?—I heard from the traders that the coast was in an unsafe state from the Serebas and Sakarrans; but less at that time, owing to the attack of Captain Farquhar. Between the attack of Captain Farquhar and a year or so, it was more secure, but has again become unsafe, I believe.

6. Can you from your own personal knowledge, as port and harbour-master, state whether the native trade has increased within the last few years at Labuan?—The native trade increased for the first couple of years; but last year it certainly decreased, and this year more so. European vessels are nearly the same in number as they were before: there are two classes of European vessels, one the colliers, the other, vessels which come to take up the native goods; these generally get the bulk of their cargo at Brunè, and a very little at Labuan.

Can you give any reasons for the trade of that coast having decreased within the last two years?—On account of the cruizing of the Illanun or Balanini pirate-boats.

7. Where does the native trade chiefly come from?—From the coast; chiefly from Maludu Bay, as far as Tanjong and Barram.

8. Have you any knowledge of the Serebas and Sakarrans?—From what I have heard, I consider them to be pirates; and I have seen them in their bankongs, about 100 boats at a time, along the coast, close to the mouth of the

Sakarran and Serebas rivers; that was in July 1849. I was present in the expedition of Captain Farquhar. This was before I arrived at Labuan.

9. Did you see anything of that affair?—I saw the fleet pass the mouth of the Kalukka river.

10. Did you see anything hostile take place on either side?—I saw one gun fired from Sir James Brooke's boat, and heard a great deal of firing afterwards.

11. Was that gun fired by Sir James Brooke before they did?—I cannot say whether they fired first or not; they set up a great yell when they saw us: it was nearly dark. I was in the next boat to Sir James Brooke, and heard the gun; that I recollect.

12. Did you see any of the havoc after the action of that night done on land?—I am not aware of any havoc; I saw a village destroyed; but that was in another place.

13. What was the occasion of that village being destroyed?—It was a village of small houses; the native party under Sir James Brooke destroyed it. The Europeans chiefly amused themselves catching pigs and fowls; the natives were picking up anything they could get.

14. Did you see anything of the villagers?—They did not stand to be attacked. I fancied I saw a few of them in the jungle.

15. Did you see any atrocities committed?—No; I saw none: I saw some heads afterwards in the native boats of our party.

16. What natives were there present?—There were other natives as well as natives of Sarawak.

17. Do you know anything that was done to prevent the indiscriminate slaughter and taking of heads, which took place in that expedition?—I know of no indiscriminate slaughter, except what took place at sea, when the pirates were fired into by the guns of the "Nemesis," if you mean by that indiscriminate slaughter; there was none afterwards. I should say that in the expedition up the river, our natives may have killed a few—perhaps one or two; I cannot say how many. I believe a good many of the Serebas and Sakarrans may have starved in the jungle. I heard so. The mouth of the river is a long way from where they live.

Mr. Devereux.

18. Have you, on any other occasions, seen the Serebas and Sakarran Dyaks?—Yes; I have seen some Serebas Dyaks at Sarawak trading, two years and a-half ago. I asked them where they came from, they said Serebas; they were in a boat. I afterwards saw them in Sarawak town. They do not seem to me very different from other Dyaks in appearance. I don't think I could always distinguish them. I am not familiar with their appearance.

Mr. Prinsep.

19. Is there any information to be obtained at Labuan concerning the Serebas and Sakarran Dyaks?—Very little at Labuan itself. The population of the island is about 1,100—400 or 500 Chinese, 300 or 400 Malays; a changing population, Klings, Sudies, Sepoys, and Europeans, &c., make up the rest. It is a mere chance if any information is to be got at Labuan on the subject. Some information about them can be obtained at Bruné; but I should think better information can be got in any of the rivers nearer their own country.

20. Do you personally or officially know whether since Captain Farquhar's expedition there has been any change in the habits of these tribes?—I hear they are better; native traders tell me so.

21. How far is it from Serebas river to Labuan?—I should say 250 miles.

22. Do these tribes come to the northward to Labuan?—No; not so far.

23. Are there any persons in Labuan who can give evidence from personal knowledge of these tribes?—I think Mr. Low and Dr. Treacher might.

24. Do you know anything further of these tribes?—I think I read a deposition, but I heard or read a statement, and am certain of the fact, that a Bornean nakodah was chased about a year ago near Tanjong Sirik by some Serebas or Sakarran bankongs, and very nearly taken.

Mr. Wood (through the Commissioners).

25. Were the heads in your party's boat taken during the night of July 31,

1849, or in the land expedition afterwards?—Not having seen them taken, I cannot say. I saw them in the boats when we were going down the river on our return. I think I saw these heads in the boats of the Sabooyoo Dyaks.

(Signed) H. W. PARR.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 45.)

Court House, Singapore, October 19, 1854.

Loo Jim Tek. (Called by the Commissioners.)

On being sworn states:

Mr. Prinsep.

1. What is your occupation?—I am a merchant, trading and residing at Singapore; I and my partner have the opium farm from Government; we pay 20,000 rupees monthly.

2. Have you any acquaintance with the coast of Borneo?—No; I have never been on the coast of Borneo.

3. Have you ever trafficked here with the people of that coast? I trade with Sambas and Pontianak by chartering prows.

4. Have you ever suffered at all by the Serebas and Sakarran tribes?—No.

5. Do the native traders of that coast do business with your firm here?—Yes.

6. Are there any of them here now? They are gone away; there are none here now.

7. Have you ever heard of the Serebas and and Sakarran Dyaks?—No: I never heard of them.

8. Have you never stated to Mr. Harvey that you could give evidence regarding them?—I have heard his name, but have never been to his office.

(Signed in Malay character.)

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

H. HEWETSON, *Interpreter.*

(No. 46.)

Court House, Singapore, October 19, 1854.

Nakodah Boojang. (Called by the Commissioners.)

On being sworn, states:

To Mr. Prinsep.

1. What is your occupation?—Formerly I was a nakodah, but now I am too old; I am 50 years of age, and having no means, I go in other vessels as passenger, for the purpose of trading; and I am a Malay of Pontianak.

2. Have you ever met, during your voyages, the Serebas and Sakarran tribes?—I was at Sookollantin when it was attacked by the Serebas, perhaps more than ten years ago; I kept no account of it.

3. State what happened?—I was not at Sookollantin, but at Pontianak, a day's sail down the same river. The Serebas entered by another channel from the Pontianak entrance. The people said three bankongs of the Serebas came. They burned the town of Sookollantin; after they burned the town, they killed two or three men, the rest ran away. The men killed were Malays; they did not run away till they saw the Pontianak people coming, whom the Sultan had sent. I had a brother who went; they took none of the Serebas. When the Serebas attacked Mapawa and Pulo Jambo, I was not at Pontianak, but I heard of it afterwards, when I returned from a voyage. Pulo Jambo is further up the river from Sookollantin, and the attacks were in different years; I don't recollect the time.

4. How long ago is it since these attacks?—It was when I was a nakodah.

5. Which was the first attack?—First, Pulo Jambo; then Mapawa and Sookollantin. When they attacked Mapawa the Pangeran's brother was killed; the boats were sunk at the Qualla Mapawa, and the crew all killed; there were some killed and some drowned; many of the bodies were seen without heads.

6. Do you know of any other attacks of the Serebas?—No other.

7. Have you ever met or seen these people at sea?—No; I have never seen any of the Serebas Dyaks, and would not know one if I saw him.

8. Do you speak of the above from report alone?—Yes.

9. Do you still reside at Pontianak?—I live in the Pontianak country.

10. Is it still infested by these people?—No, it is not so any longer, and people are not afraid.

11. Since when have the attacks ceased?—Since they attacked the Sookollantin they never came again.

12. Is this all you know?—I know nothing more of the Dyaks.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 47.)

Court House, Singapore, October 20, 1854.

Robert Carr Woods, law agent, Singapore. (Called by the Commissioners.)

On being sworn states:

To Mr. Prinsep.

I am a practitioner in the Court here, and since July 1845 have been editor of the "Straits Times" newspaper.

1. Are you one of the parties who signed the Memorial to Mr. Hume?—I am.

2. You took an active part in the framing of it?—Yes; I will now explain, if you will allow me, how the Address originated. The Address to Mr. Hume originated with Messrs. Ker, Guthrie, Duff, Fraser, and myself. When the clean copy was made out, I believe the four gentlemen I have named met at Mr. Duff's godown, and signed it there. I think at the time it was signed by them I was not present, being engaged in Court, but on the afternoon of the same day I took charge of the Address, with the view to get signatures to it. When Captain Wright, of the "Julia," signed the Address at Mr. Dare's store, several persons were present, and the contents of the Address were much discussed; and I remarked, that every friend of Sir James Brooke ought to sign the Address, asking for inquiry, to set the much agitated question at rest. Captain Wright remarked, that he had never seen piratical boats without masts and sails, and he signed it without any apparent hesitation. When the signatures were all affixed, I directed my clerk to write out a clean copy of the signatures, plain and distinct, chiefly for the reason, that the signatures to the Address to Sir James Brooke, signed by several merchants of Singapore, and printed in the Parliamentary Paper, were so unlike the true names of the parties, that no stranger would be able to make out who most of the parties were; and to the clean copy of the signatures I appended a description of the parties, so far as my inquiries and information would allow me, and for the private information of Mr. Hume. In the Parliamentary Paper it will be seen that it is printed as a true copy of the signatures, whereas the Address, with the original signatures, was forwarded to Mr. Hume, and was accompanied by the copy that I have referred to. And to enable Mr. Hume to identify the signatures, I placed numbers against each of the names in the original paper; and, on the copy above referred to, I placed corresponding numbers against the names of the subscribers, so as to identify them. The signatures in the original Address were signed, either in my presence or the parties who signed were well known to me personally, so that I had no hesitation in certifying to their correctness. In the original Address, the names were written across, three or four in a row. When

I placed the numbers against each name I put them up and down, so that one who signed the last might almost appear to be in the beginning or middle of the copy. I think the first signatures were affixed at the end of January, and the last must have been very early in March, and to the best of my recollection it was forwarded by the steamer which left this in the beginning of March. At that time we had only a monthly communication with Europe. When the Address was sent to Mr. Hume, I sent him a copy of the Singapore Directory for 1851, so that he might see the description given was generally correct. Before the mail left, in March, I went to Mr. Tivendale, and asked him to sign the Address; he inquired what it was about, if it was about piracy; I replied that we, meaning the framers of the Address, were anxious that the real pirates of the Archipelago, meaning the Illanuns, Balanini and Malay pirates, should be suppressed, instead of the attacks of our ships of war being directed against the Dyaks of Borneo. On the Monday following he came to me, to the Sheriff's Office, and expressed a wish to have his name taken out of the Address; I remarked it would look very foolish to send home an Address with a name erased. He said he did not wish to be mixed up in the matter; he then read the Address, and remarked "there is no great harm in it," or words to that effect, "although I would much rather that you would allow me to take my name out." I have no further observation to make about the Address.

Mr. Devereux.

3. Have you any particular objection to state who drew up the Address?—I don't think that I wrote a line of it myself, and my impression is, that it was drawn up by Mr. Duff and Mr. Fraser; Mr. Duff, I know, took the most active part in the drawing of it up; to the best of my recollection, the draft was read over to me by Mr. Duff, but I cannot say I ever saw the handwriting.

4. In the Address it is stated that by the deposition of Sahib, a Sadong Malay, there were not in the whole Serebas fleet on the 31st July, 1849, more than four small brass guns. Sahib in his deposition proceeds further to say, that each prow carried a few muskets; just previously the Address speaks of their want of firearms. Can you give any information as to the omission of Sahib's statements regarding muskets?—As I stated that I was not present when the Address was drawn up, I cannot give any information; the draft was read to me, but on reference to the Address itself the first part of the paragraph speaks generally, and the latter part makes a particular reference to the armament of the Serebas prows; but the circumstance of referring to the deposition itself, which was accessible to Mr. Hume and published in the Parliamentary Paper, will certainly not indicate any intention to conceal the reference to muskets made by Sahib. I should have had no hesitation myself in noticing in the Address Sahib's reference to the muskets.

5. With reference to the Inclosure No. 1—extracts from the editorial article of the "Straits Times" newspaper, of May 23, 1849—in Parliamentary Paper presented to the House of Commons on the 23rd of March, 1852 (Further Correspondence respecting Piracy on the Coast of Borneo, page 41), have you any objection to state your authority for the statement contained in that article?—I have no objection. I received the particulars from Mr. Weldon, Purser to the Honourable Company's steamer "Nemesis;" it was in writing, which I hand in (Mr. Woods hands in No. 1 annexed), and which I believe to be the handwriting of Mr. Weldon; it is not signed. The contents of the paper I have just put in were in substance given me verbally by Mr. Weldon, and I think also by Dr. Miller, and on reference to Dr. Miller's letter to Mr. Hume (Parliamentary Paper No. 217 of 1852, page 48), it will be seen much the same statement is made. The mention of Datoo Patingi must have been in a verbal communication, either from Mr. Weldon or Dr. Miller, or both, as his name does not appear in the written paper put in; if the article itself is referred to, it will be seen that there are many particulars which are not noted in the extract.

7. Was Mr. Weldon present in that expedition?—I cannot say; I believe he was.

(Signed) R. C. WOODS.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 1.)

SARAWAK.

Rajah Brooke's Expedition against the Pirates.

In the last communication received from our correspondent, it was stated Sir James Brooke was about to proceed on an expedition against the Sakarran and Serebas pirates, who were alleged to have visited part of the Sarawak territory, on a foray for human skulls, and carried off above seventy heads. We have now before us the details of an expedition, which appears to have been a formidable one, and comprised the Honourable Company's steamer "Nemesis," with nearly 200 war-prows of different sizes. As previously noticed in the "Daily News," the expedition of Sir James Brooke failed to accomplish anything. The "Nemesis" steamer was anchored, March 25th, in the Moratabas river; on the 26th Rajah Brooke, accompanied by thirty-five war prows collected by the Datoo Patingi, or Collector of Customs at Sarawak, embarked, and on the following day was joined by the boats of the "Nemesis," with Europeans armed; the expedition moved to the entrance of Samarahan river, where it was joined by the other Dyak war-prows. In the meantime a war-prow called the "Ular Besar," or "Great Snake," passed up the Sadong river, to procure the assistance of other tribes.

On the 29th of March the "Nemesis" proceeded down the Moratabas river, and joined the flotilla, and on the following morning steamed for the Kalukka river, where twelve more Dyak prows joined the flotilla, as also the Datoo of Singa, in his own prow.

On the 31st [?30th] the "Nemesis" took up a more commanding position at the entrance of the Serebas, whilst part of the flotilla pulled up the Sakarran and Serebas, and vigorously examined its hiding-places, but without finding any pirates.

On the 31st eight more war-prows arrived from Sadong. The portion of the force under the immediate direction of Rajah Brooke passed up the Kalukka river, in search of a large piratical prow reported to have been seen there some days previously. The boats of the "Nemesis," with fifty war-prows under Rajah Brooke, proceeded up the Liapat branch; while the other division went up the Lupang. The piratical boat was not seen.

On the following morning the flotilla passed up the Liapat, about seventy miles from the sea. When proceeding Liflat, the spy-boat being in advance, came across a small boat containing four men, supposed to be Serebas men, whom they speared, and cut their heads off. These men had a quantity of serec leaves in their boat to exchange for salt, with some Malays residing lower down the river; in fact they were quiet peaceable traders, and had not any arms in their boat. Their heads were divided amongst the Rajah's allies, and carried off as trophies. Sir James Brooke then directed a number of war-prows, with a force of 1,500 to 2,000 men, to attack the houses and plantations between the Kalukka and Serebas rivers, the boats of the "Nemesis" being left behind to protect the natives and Sir James Brooke's flotilla.

On April 5th ten boats returned, having destroyed five villages, several farms, and a large quantity of paddy and other stores. At this place were taken captives an elderly woman and two children, and the party brought away in triumph three heads of men they had cut down; of these three one was the husband and the other the son of the woman above mentioned, but both these natives were beheaded in the presence of the woman. The heads were then smoked within sight of the poor creature, and brought away with the usual ceremonies of joy. On the same day the flotilla joined the "Nemesis," and on the following day went up the River Rembas, from whence one of the cutters returned, having on board one dead and another wounded man, both Europeans, by the accidental discharge of a musket. Nothing of importance having been accomplished, the steamer "Nemesis" was dispatched to Labuan, and Rajah Brooke and his allies returned to Sarawak. We ought to mention, that at the time the inhuman butchery was perpetrated in the presence of the woman alluded to, at once the wife and mother of the victims, Rajah Brooke was about fifteen miles inland, between the Kalukka and Serebas rivers.

Shocking as these details are, there is yet another instance of the butchery performed by Rajah Brooke's Dyak allies equally revolting. On Sir James

Brooke's return down the Kalukka river towards Liapat, there was a spy or fast-boat ahead of the flotilla, under the personal command of Mr. Crookshank, magistrate of Sarawak, and a relative of Rajah Brooke. In passing down, the spy-boat was approached by a catamaran, consisting of a few bamboos secured together. The man's appearance and demeanour was friendly, but on approaching within 150 yards, Mr. Crookshank levelled his rifle and fired; the shot missed, on which the spy-boat pulled fast to reach the catamaran, seeing which the man jumped into the water; for some time he managed to elude his pursuers, by diving under the boat, but at length was speared in the water, and afterwards beheaded. On examination this victim turned out to be a grey-headed old man, denuded of teeth, and without a weapon of any description. After the head was cut off, it was deposited in Mr. Crookshank's boat. The circumstance was reported to Rajah Brooke the same evening, who expressed his disapprobation of the proceeding. The facts ought, however, to open the public mind to see the very great abuse which is made of the power so incautiously given to irresponsible men for the suppression of piracy. Some unfriendly Dyaks visit Rajah Brooke's domain at Sarawak, on a foray for heads, upon which the Rajah assembles his allies, and the latter are allowed to avenge the slain by a counter-foray, aided by British arms, and to perpetrate atrocities at which human nature shudders. Is it creditable to our naval forces to take part in such inhuman butcheries, before the eyes of a wife and a mother? or to murder a helpless, unarmed, and inoffensive old man, who relying on his own innocence approaches a boat commanded by an English gentleman, a relative and confidant of Rajah Brooke, and is brutally murdered as the price of his reliance and helplessness, because, forsooth, he has the misfortune to be termed a pirate by the Rajah's allies, who are foremost in collecting human heads, and who deem the means honoured and justified by the end? The expedition of Sir James Brooke placed between fifteen to twenty heads at the disposal of his allied Chiefs, as trophies of victory—trophies, be it observed, in part secured by the assistance of the East India Company's war-steamer "Nemesis," at present hired for the Queen's service.

(No. 48.)

Court House, Singapore, October 25, 1854.

Nakodah Moora. (Called by the Commissioners.)

On being sworn, states:

A native of Mooka, and a Malay Mahomedan.

To Mr. Prinsep.

1. How long have you been trading by sea?—I have been nakodah more than ten voyages to Singapore, partly in my own and other people's prows. I cannot state the exact time.

2. Do you remember Sir James Brooke settling in Sarawak; was it about that time?—Yes; it was at that time.

3. Have you become at all acquainted with the Serebas and Sakarran tribes?—I know them, and have seen them fighting.

4. What occasion was it you first saw them fighting?—During the life of Pangeran Muda Hassim, a long time ago.

5. Was that before Sir James Brooke went to Sarawak?—After Sir James Brooke's time, when they attacked Mooka, and got as far as the Qualla, but did not reach the town. I was there. I am a Mooka man.

6. State the circumstances.—There were about fifty boats of the Serebas and Sakarrans, called bankongs. There were some people fishing in the river, with whom they fought, many of whom were killed. When the people of the town heard of the fight, they went to assist, but the Serebas and Sakarrans ran away. I was one of those who went. I saw the dead bodies of ten men; their heads were cut off.

7. Do you know if any prisoners were taken, women and children?—Not on that occasion. A year after they made another attack, and then again another year after.

8. What was the cause of this attack?—No cause.

9. What are the inhabitants of Mooka—Malays or Dyaks?—Half of the inhabitants are Mooka people, and the other half Malays of Bruné who have settled there, and intermarried with the Mooka people.

10. Are there at Mooka any Serebas and Sakarran inhabitants settlers?—No.

11. What happened on the second attack they made on Mooka?—They attacked Mooka with thirty bankongs, and killed six men. The people of Mooka are constantly fishing through the year, and consequently were aware of their coming. It was six of the fishermen they killed.

12. Was there any alarm given?—The people of Mooka came out to render assistance, but the Dyaks did not wait. I went out and saw the dead bodies: their heads were gone.

13. On the third occasion what happened?—They were not successful. The people observed them, and ran up the river.

14. How many boats were there on that occasion?—I did not see the boat, but people said there were a great many.

15. How long after that was Captain Farquhar's attack, where so many of the Serebas were killed?—I cannot tell how many years before, but I remember the attack being made.

16. Are there any other tribes on the coast that the people are afraid of?—Only the Serebas and Sakarrans: they have taken many people, and they are very bad.

17. Have they always had this character?—Always been so, even before I was born. They have taken three Rajahs* in two attacks on Mooka.

18. Did the taking of these three Rajahs happen during your lifetime?—Yes; Pangeran Merally and Pangeran Wangaden. (Wangaden was called Pangeran after his marriage.) Information reached the town that the Serebas were coming to attack Mooka when the people all went out to meet the Pangeran Merally, and Pangeran Wangaden left the flotilla, and went a-head, and unexpectedly coming on the Serebas, were cut off.

19. Were you on the coast at the time of Captain Farquhar's attack?—Yes; I was in Mooka.

20. Did you see anything of the expedition, or the consequences of it?—I saw nothing of it, and was not there afterwards.

21. Since Captain Farquhar's attack, has the coast been as subject to their attacks (the Serebas and Sakarrans) as before?—Not by sea, but by land they still attack places.

22. Have they been as troublesome by land as they were before that attacks?—Just the same by land as they were before. At Mooka the last month before I left, two Bruné men resident at Mooka were taken by the Serebas on the beach while hunting buffaloes: their heads were taken: one body was found only. Their names were Amat and Hussin. I knew them both.

23. How do you know this was done by the Serebas?—There are no other bad Dyaks in the neighbourhood but the Serebas.

Mr. Devereux.

24. When you went to assist the fishermen in the Qualla in the three attacks, what sort of boat were you in?—In sampans, with muskets similar to the fishing-boats, with about seven, six, or ten men in each. There were twenty or thirty sampans, no prows. We have war-prows, but we did not like to use them, as we would not be able to come to the Serebas. The war-prows belong to the Orang Kaya and Pangeran Urset.

25. Have these war-prows ever been used in any expedition of war?—They were used in the expedition with the steam-boat to the Kanowit.

26. What expeditions have they been on before that?—When Pangeran Merally was attacked, they were used; and on another occasion Pangeran Urset wanted to be revenged, owing to his concubine having been taken away. He resided in two places, Bintulu and Mooka: he had one wife in Bintulu, and three at Mooka. His concubine, one of the three at Mooka, left in a pleasure

* "Rajah" is a nobleman.

trip up the river, with a great many more, when they fell in with the Serebas. All the people in the boat, more than twenty in all, ran away, jumped into the river, and left her in the boat, and her head was cut off.

27. Besides the expedition when Pangeran Merally and the concubine of Urset were killed, on what other occasion have the war-prows of Mooka gone out?—Three times; once to assist Captain Farquhar, once when Pangeran Merally was killed, and once when Urset's concubine was also killed; never at another time.

28. Where did the expedition in search of the prow go to?—They went as far as the River Kanowit, and seeing a flight of birds, they thought it unfortunate, and turned back.

29. Who is the ruler of Mooka?—Pangeran Urset.

29½. And before him?—I do not know who was before him. His mother was a Princess of Mooka. Urset was appointed by the Sultan of Bruné.

30. How was he appointed?—Pangeran Urset went to Bruné, and was appointed there.

31. Does he pay anything to the Sultan?—The Sultan gets all the taxes; he only acts as an agent.

32. Before Sir James Brooke attacked the Serebas and Sakarrans, could the people of Mooka trade along the coast with safety?—We have benefitted exceedingly by Sir James Brooke's settling in Sarawak, more so than if he gave us a dollar a-month each. There would be no trade without Sir James Brooke's assistance. Before he came to settle there there was no trade, either by sailing or pulling, and even among the sago trees they would wait for us. The people of Mooka and Oya are very glad that he has settled in Borneo.

33. When were the war-prows built at Mooka which took part in the three expeditions?—They have always been there, and constantly kept in repair. They were there before my time.

34. Do you say that the Mooka people had prows-of-war when you were a little boy?—Yes.

35. For what purpose were these war-prows used?—To defend ourselves from the pirates, the Serebas and others.

36. Besides the three expeditions which you have mentioned, were the war-prows ever engaged with other nations in attacking the Serebas and Sakarrans?—Only three times that I know of.

37. During the many voyages which you have made to Mooka and Singapore, have you ever seen the Serebas and Sakarran bankongs at sea?—Once, when I was not a nakodah.

38. Where, and when?—I was on a voyage from Mooka to Pontianak, and from Pontianak to Singapore, and we met the Serebas bankongs on their way to attack the Sinkawang people. They were as far off as you could see the shore. It was nearly out of sight of land.

39. How many voyages do you make in a year from Mooka to Singapore?—I have come twice when I was first a nakodah.

40. During those two voyages, have any of them been interrupted from any cause?—Yes, from bad weather.

41. What is the size of your prow?—Twenty-five koyans, and can carry 4,000 bundles of raw sago.

42. For what purpose do the Serebas make the attacks you have mentioned?—They want heads. They have no use for money; when they get two or three peculs of silver, it is not of so much value as a head.

43. What is the population of Mooka?—It is only a small town.

44. Are there many inhabitants of that coast here at present?—Two Mooka, four Oya, one Egan, and two Bruné prows here now. Every one knows of the Serebas and Sakarran, and you will not find one to say they are good.

(Signed in Malay character.)

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

H. Hewetson, *Interpreter.*

(No. 49.)

Court House, Singapore, October 24, 1854.

Charles T. C. Grant, private secretary to Sir James Brooke. (Examined at his own request.)

On being sworn states:

I have been at Sarawak, off and on, since 1848; I was in the navy before.

The Commissioners.

1. Have you anything to state to the Commissioners?—I wish to state that I was in Sir James Brooke's boat on the expedition up the Kalukka.

2. Do you remember the spy-boat being detached a-head?—I do.

3. Were you in the prow with Sir James Brooke when she returned?—I was. I was at breakfast at the moment with him; Mr. St. John was in the boat, and Dr. Miller, I believe, was likewise with us.

4. What happened?—The river was rather narrow, and there were a great many boats; she passed between our boat, which was one of the headmost ones, and the shore, and the people in the boat spoke to us, and said they had suddenly come on a boat with four Serebas Dyaks in her, whom they had a fight with and killed.

5. What do you recollect passed regarding the disposal of the heads?—I saw one head in the spy-boat. To the best of my recollection, nothing what ever passed regarding the disposal of heads; I was by the side of Sir James Brooke; I do not recollect his saying a word on the subject; I know nothing of what the Datoo Patingi may have done; the spy-boat passed us rapidly with the tide, and a head was held up; we were all very much disgusted; Sir James Brooke and Mr. St. John must have seen it.

6. How far was the Datoo Patingi's boat from yours?—As she was one of the well-armed boats she must have been near us; I do not recollect where; I feel certain, that as Sir James Brooke never would have anything to do with the distribution of heads, although I have known myself of several instances where Dyaks have come and asked him to use his influence to get some of the Dyaks, who had heads, to give some of the heads to them—I feel certain, I say, that such a thing as the Datoo mentioned, never could have happened; Sir James Brooke's general answer on these occasions was, that he never interfered in such matters, and he never would encourage it, as it was not our custom; and he used to send the people away.

7. Do you think you must have observed it if such an order as stated by the Datoo had been given in your hearing?—Most certainly. To the best of my recollection, there were in the spy-boat, beside Malays, two or three Dyaks, and it is not the custom of Malays to kill when they can take a prisoner. The head men who were in that spy-boat (Abou Hassan and Abou Ain) were in no way under the control of the Datoo Patingi, and therefore he could not have interfered in the distribution of any heads taken in that boat: Sir James Brooke has always discouraged head-taking; he has offered rewards for prisoners, to check it; but very few could be taken alive; and the only instance I at present recollect, was one on which the captive wounded his captor.

Mr. Prinsep.

8. Was the spy-boat from Sarawak?—She was a Sarawak boat; she was manned by a few men from some of the principal boats; the head men in her had chiefly resided at Sakarran at a previous time; the head men in the spy-boat are generally picked men; sometimes they take one or two men from each of the principal boats to form the crew.

(Signed) C. T. C. GRANT.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

(No. 51.)

Court House, Singapore, November 11, 1854.

George Blane, Her Majesty's sloop "Rapid." (Called by the Commissioners.)

On being sworn, states:

By Mr. Prinsep.

1. Are you commander of Her Majesty's sloop "Rapid?"—Yes.
2. How many voyages have you been to Labuan?—Only one to Labuan, when we touched at Sarawak on our way back; we sailed from here on the 10th September.
3. You know very little of the population of Labuan?—Very little indeed, as we were only there five days; but I do not think it is more than 900 of a population.
4. What does the population consist of?—As far as I could judge, I think the principal population is Chinese.
5. Is there much trade?—I should say none at all.
6. Are there any of the Dyaks of the coast settled there?—I do not know.

(Signed) GEORGE BLANE.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

(No. 52.)

Court House, Singapore, November 11, 1854.

Robert Blake, of Labuan. (Called by the Commissioners.)

By Mr. Prinsep.

1. Have you been in the service of the Eastern Archipelago Company, and for how long?—Yes, for three years and nine months; and resident in Labuan for three years of that time.
2. Had you charge of the coal-works under Mr. Barber?—Yes.
3. What is the population of the island?—Fourteen hundred, inclusive of the colliery's.
4. Do you know anything of the Dyak population to the southward of Labuan?—I don't think there is any to the southward.
5. Are there any of the Dyaks in your employ in the Eastern Archipelago Company?—None; but I had some men, called Orang Gonnang, from Kalias; it lies to the north of Brunéi, on the mainland, and east of Labuan.
6. Have you yourself been among the Dyaks to southward?—Yes; once I went to the assistance of a cast-away ship, eighty-four miles from Labuan.
7. Do you know anything of the habits of the Dyaks?—No.
8. Do you know whether there is to be found at Labuan any one who is well acquainted with the Serebas and Sakarrans?—I don't believe there is.
9. Is there any trade at Labuan except with the island itself?—Coal.
10. And that has been put a stop to by some accident?—I understand so.
11. Mr. Barber is dead?—Yes.
12. Do you think by proceeding to Labuan we should get any evidence of any value regarding the habits of these tribes?—I think not.
13. What is the total number of Europeans at present at Labuan?—Fifteen, including all the Government officials, but not the military.
14. Have you left Labuan recently?—About eight months ago; but I am still in the service of the Company.
15. What establishment of Europeans has the Company there since Mr. Barber's death?—I cannot say.
16. Do you know any person in Singapore who is acquainted with the coast about there?—No one, except Captain Brown, of the "Sydney."

(Signed) RT. BLAKE.

(Signed) K. B. Stuart Robertson,
Clerk to the Commission.

Statement of Sir James Brooke, with Papers annexed.

Court House, Singapore, November 20, 1854.

IN reference to the question asked on Friday last, I will explain briefly to the Commission the reasons which led me to conclude that Sarawak was not included in the Treaty made with Bruné.

The Treaty followed the hostilities consequent on the Sultan's having fired upon the British flag, after a violation of his promises and professions. Lord Palmerston's despatches of the 20th November, 1846, and 25th January, 1847, show the objects for which the Treaty was negotiated, and it is impossible to conceive that the formal record of the Sultan's "promises and professions" and "the guarantee of British interests by specific engagements with the territories of his Highness the Sultan," could apply to Sarawak.

The cession of the territory and Government of Sarawak was made by the Sultan in 1842, and he was bound under this cession not to interfere with that Government in any manner. The British Government was cognizant of the cession, and the terms in which it was made: it was a cession of territory and of government, placed beyond the control of the Sultan, and with this knowledge the British Government could not demand privileges which it was not in the power of the Sultan to grant. Sarawak could not be included within the dominions of the Sultan, excepting in a sense quite different from the immediate dominions, which had not been ceded, and over which the Sultan maintained his full rights. Had Sarawak, therefore, been included in the Treaty of 1847, as being a part of the territory of Bruné, a clause would have been inserted distinguishing the immediate from the mediate possessions of the Sultan; and without this distinction a ceded country cannot be properly denominated as within the Sultan's dominions without supposing an ambiguity in the terms of the Treaty.

That the British Government did not consider Sarawak to be included within the dominions of the Sultan, excepting in a remote sense, is demonstrated by the fact that it sanctioned a flag to afford a recognized permanency to the country, and to draw a broad distinction, in the first instance, between Sarawak and Bruné; and the view taken by the United States of America in treating with Sarawak as independent of Bruné, and the ignorance of the British Government in this view (which is improbable in the highest degree had an opposite view been held by it), is in strong corroboration of the same point.

The external evidence of the Treaty is to the same effect. Article III, permitting the acquisition of private property to British subjects within the dominions of his Highness the Sultan, could hardly be applied to a territory and government previously ceded by the Sultan, and over which he had renounced all control.

Articles IV and V, in the same sense, could not be applied to Sarawak, nor can it be reasonably argued that the British Government, knowing Sarawak to be a free port, would have imposed duties on British goods where they had been previously exempted.

Article X could have no reference to Sarawak, the cession of the territory and government of which had been previously made; and Article XI is not applicable to that country any more than the Articles VII, VIII, and IX.

The Additional Article, more particularly, cannot apply to Sarawak, where the British Government was cognizant of the establishment of a Court of Justice, and where British subjects were judged in public by a jury of their countrymen, unless by the supposition that the British Government desired to supersede trial

by jury by an arbitrary tribunal, placing the lives and property of Her Majesty's subjects in the hands of a single judge.

It was known to the British Government that the government and jurisdiction of Sarawak was distinct from the government of Bruné: and that it was not intended to include Sarawak in the Treaty may further be proved by the British subjects resident there having been subjected, since the Treaty of 1847, to the jurisdiction of the Court of Sarawak, with the acquiescence of the British Government; for, had Sarawak been held to be within the immediate dominions of the Sultan of Bruné, and, as such, affected by the provisions of the Treaty, the right to establish a Consular tribunal, it cannot be supposed, would have been abandoned.

I must conclude by stating that my position at Sarawak, being compatible with the laws of Great Britain, must be compatible with my character as a British subject, and that this position has been sanctioned by the Government and nation for many years.

Upon the government established in Sarawak depend the British interests at present involved, and the prospect of their future advancement in Borneo, the welfare of the native population, and the existence of the Sultan's Government. On the one hand there is security and progress; on the other, anarchy on the transfer of the political ascendancy to a foreign Power.

(Signed) J. BROOKE.

Handed to the Commission, by direction of Sir James Brooke, the 23rd of October, 1854.

1. "Whether the position of Sir James Brooke at Sarawak, &c., be compatible with his duties as British Consul-General and Commissioner for Trade, &c."

Sir James Brooke was appointed Commissioner and Consul-General in March, 1847; he absolutely resigned that office in September, 1853.

Formerly the duties of Commissioner and Consul-General were compatible with the position of Sir James Brooke at Sarawak, because with a full knowledge of the circumstances, the Government of Lord John Russell had so decided.

In future, the position of Sir James Brooke at Sarawak will be incompatible with the duties of Commissioner and Consul-General, because, with a full experience of the circumstances, Sir James Brooke has so decided.

2. "Whether the position of Sir James Brooke at Sarawak be compatible with the character of a British subject."

The position of Sir James Brooke at Sarawak, being compatible with the laws of Great Britain, is compatible with his character as a British subject.

3. "Whether the interest of Sir James Brooke, as a holder of territory, and as a trader in the produce of that territory, are compatible with his duties as Consul and Commissioner for Trade."

The position of Sir James Brooke at Sarawak, in future, being incompatible with the office he held under the British Crown, the functions, directly or indirectly, arising out of that position, whether in revenue or in trade, will likewise be incompatible with the duties of Commissioner and Consul-General.

The interest of Sir James Brooke (to use the words of Earl Grey) has heretofore been the same as the interest of the British nation; that is, "to establish, as far as possible, peace and security in those countries, which is all that is necessary in order to enable the population to became civilized, and to create a very large commerce."—(Committee on Army and Ordnance Expenditure, Q. 8369.)

The Commission, under these heads of inquiry, is especially referred to Sir James Brooke's protest against the instructions of the Earl of Clarendon.

(Signed) C. T. C. GRANT,
Secretary to Sir James Brooke.

Recorder's Room, Court House, Singapore,
October 27, 1854.

Sir James Brooke appeared before the Commissioners, and states:

With reference to the paper on my appointment as Commissioner and Consul-General to Borneo, which I gave in yesterday,* I desire to state in addition that the appointment in question, as held by me, was confined to diplomatic duties, and that the few papers connected with the Consular Department were merely of a formal nature. I do not, however, declare the duties of Commissioner and Consul-General incompatible with my position at Sarawak, excepting that I held them to be unbefitting that position. But of course, waiving that objection on my part, I considered myself acting for the public good, and I may say, in addition, that if that incompatibility should be established, whatever blame may result, must rest with the British Government.

Mr. Devereux.

1. Have you any objection to explain the nature of the position with regard to dependence or otherwise which you held at Sarawak with reference to the latter part of the first head of inquiry,—its compatibility with the character of a British subject?—I refer to the protest handed in by me, and appeal to the proper legal tribunal to decide the question, but will not decline to answer. In answer to the question, if my position at Sarawak is considered in its real nature, it is *de facto* independent in relation to all native Powers, but surely not independent as relates to any European Power, because Sarawak wants the first element of independence, which is power. I have already stated that the right to Sarawak is based upon a double title, that is, firstly, the election by the people who were free, before I went to Sarawak; and secondly, that it is held by tenure under the Sultan of Borneo: and both these titles, which have been set forth for a long time, would show the independency of Sarawak.

2. Would you explain the nature of the election by the people?—The people of Sarawak had been in successful rebellion for several years against their Sovereign. It was by my mediation that they were induced to lay down their arms, and they offered then to support me in obtaining the government of the country, and thus made the election by accepting the government I offered, and resisting the government of the native princes. Their conduct for thirteen years has been most consistent, and with the power at any time of upsetting the Government that I had established.

3. Have you any objection to explain the nature of the tenure under the Sultan of Borneo?—The nature at present of the tenure is a payment on the demise of each each ruler amounting to 1,000*l*. I should explain at the same time that the reason why the original tribute of 2,000 dollars a-year was commuted for the payment on demise was, that the yearly interest of the sum which I had advanced to the Government of Borneo, at 10 per cent., amounted to about the same sum as the tribute, and I should have been equally well content to have had the repayment of the one as the commutation of the other.

4. Does the tenure include any acts of service whatever?—None whatever. The relation actually is a kindly one, and may be likened to that of feudal lord and a feudatory. It has always existed, with the exception of a very short period at the time of the murder of Muda Hassim in Borneo; but I hold it to be compatible with actual independence. I will instance Burgundy in olden times; likewise Naples with regard to the Pope. The Commissioners will observe, from what I have stated, that it is my position in Sarawak which reconciles the people of Sarawak to the rights claimed by Borneo, for, if I was away, Sarawak would become independent at once.

4½. Do you see reason to apprehend that in conducting this Government of Sarawak occasions can arise in which the acts of that Government can clash with the views and policy of the British Government, or in any way place you in a position incompatible with the duties of a British subject?—I see no reason to apprehend it, and no such difficulty has arisen in the course of thirteen years; but such a difficulty no doubt might arise; and should such a difficulty arise which would render my position at Sarawak incompatible with my obedience as a British subject, that position would be relinquished.

* See the statement of October 23, 1854.

5. Actually you are understood to say that the Government of Sarawak is able to make war, coin money, form Treaties, &c. ?—Of course. In point of fact there is not the smallest tribe, before I went there, that had not all those rights, nor a single Malay community, or even a town, that had not the right of making war; my position and power were founded on the anarchy consequent on the dissolution of the Government of Borneo, and the loosing of the bonds of society on that coast. It is perfectly well known to the British Government how desirous I have been from the time I undertook the government of Sarawak to place the country under British protection, and the danger to be apprehended by the British Government and by myself, as well as every Englishman who has embarked his fortunes in Sarawak, is that the political ascendancy of Great Britain on that coast may pass into the hands of a foreign Power.

Second head. As a Trader.

6. Will you explain whether you are now in any way engaged in trade, or whether that has ceased, or that you never were engaged in it?—If by a trader be meant a person who buys and sells for his own profit, I have never been a trader at all. So early as 1841, two months after I took charge of the Government, I wrote that I must seek to raise the necessary expenses (that is, of the Government) by entering into trade; but I entered into trade to support the Government, not for profit. In 1846 the administration of the revenue was leased for five years, and the trading totally ceased. In 1847, I was appointed Commissioner and Consul-General. The details are to be found in the pamphlet entitled "A Vindication of his Character," and "Proceedings, &c., by Sir James Brooke, 1853."

Fourth head. Relation with Native Tribes.

7. Will you be good enough to inform us of your relations with the native tribes of the north-west coast of Borneo, especially the Serebas and Sakarran tribes?—I had no relations with Serebas and Sakarran tribes until 1853. My sole object with regard to them was to suppress the piracies carried on by the Serebas and Sakarran communities, and to prevent the indiscriminate murder practised by the Dyaks of those communities. For this purpose, after reporting the measure to the British Government, I built two forts, one at Sakarran and one at the mouth of the Kanowit river; these forts were to prevent the large fleets of piratical bankongs from passing out. The measure was to a certain degree successful; but in 1853 the Sultan of Borneo placed those rivers under my government, with a stipulation that I was to suppress their piracy. This will be a matter of time, but I have no doubt of being able successfully to effect it. The Malays of these communities, and a portion of the Dyak tribes of Serebas and Sakarran, have been reclaimed from their piratical habits, and from the indiscriminate slaughter of persons for the sake of their heads. The erection of these forts has led to collisions with the ill-disposed portion of the tribes. The forts have been repeatedly attacked, and during the last eighteen months they have found their way to sea by other rivers of the coast, which are not guarded. They have occasionally travelled overland upwards of a hundred miles and then built their boats to proceed to sea; many people have been murdered, both on the coast and on the rivers; and about six months ago a party of about seven Chinese were murdered, their heads taken, and their boat plundered of property amounting to 800 dollars, which it contained. These Chinese had sailed from Sarawak, to which place they had come from Singapore. The next thing heard of them was that their heads were hanging among the Dyaks. One of these Chinese was a servant of Mr. Chambers, the clergyman settled at Singa, and I believe that others of them were British subjects, Malacca-born Chinese. The death of Mr. Lee; their attacks upon the forts; their resolution to continue their head-taking and piracy—induced me to attack them in their stronghold in the interior of the Sakarran river; this was in August. The attack was made by the people of the coast, and proved successful. The best results I anticipate will follow. I certainly wish to record that the Serebas and Sakarran Dyaks must be reduced within the pale of human society, for there can neither be

security for life or property so long as their predatory excursions, both by land and sea, are continued.

8. Is there any claim on the British Government to assist in putting down these people?—The Treaty of Borneo, Article IX, expressly stipulates for the suppression of piracy within the Sultan's dominions. These are the words:

"Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and the Sultan of Borneo, hereby engage to use every means in their power for the suppression of piracy within the seas, straits, and rivers subject to their respective control or influence; and His Highness the Sultan of Borneo engages not to grant either asylum or protection to any persons or vessels engaged in piratical pursuits; and in no case will he permit ships, slaves, or merchandise captured by pirates, to be introduced into his dominions, or to be exposed therein for sale: and Her Britannic Majesty claims, and His Highness the Sultan of Borneo concedes to Her Majesty, the right of investing her officers, and other duly constituted authorities, with the power of entering at all times, with her vessels of war, or other vessels duly empowered, the ports, rivers, and creeks within the dominions of His Highness the Sultan of Borneo, in order to capture all vessels engaged in piracy or slave-dealing, and to seize and to reserve for the judgment of the proper authorities all persons offending against the two Contracting Powers in these respects."

If these people, therefore, be pirates, there is a claim; there can be no doubt of these people being within the dominions of the Sultan of Borneo, but still practically independent, and not showing him any respect whatever. In ancient times the country of the Serebas and Sakarrans was strictly dependent on the Sultan; I should say for the last hundred years they have thrown off all dependence. The fact is that this arises from the total decay of the Bornean Government, and the same was the case with many of the other rivers. The four rivers belonging to the sovereignty of Borneo, are Sarawak, Sadong, Kalukka, and Serebas. The other rivers are the possessions of the princes and nobles of Bruné; for instance, Samarahan was an appanage of the reigning Sultana; Mooka and Oya are in possession of Pangeran Ursut and Pangeran Mat Ali; they acknowledge the Sultan, but would not pay him much tribute, and they reside in these towns. The possession of these districts is an intricate subject, and it is proper the Commissioners should know that the original tribute paid by the various rivers according to ancient custom was very small. The Government of the Datoos in Sarawak paid to the Government of Borneo produce to the amount of about 300 reals a-year, and the other rivers much in the same proportion. The reason why the tribute of Sarawak was originally fixed by me at 2,000 dollars, was that I overrated the means of Sarawak, and was ignorant of the older custom; could the native rulers have continued to force the inhabitants to work the antimony-ore, they would have obtained more than 2,000 dollars, but the resistance of the people against their illegal exactions caused the rebellion. Besides the communities of Serebas and Sakarran, the Sultan in 1853 (towards August in that year) placed under my government the rivers of Samarahan, Sadong, Singa, Kalukka, and Rejang. The revenue at present paid to the Sultan of Borneo is 1,500 dollars a-year for the five rivers, and deducting the expenses of government, including the forts, there is a deficit of from 2,000 to 4,000 dollars a-year. I state it roughly, but it is considerable. It is stipulated that should the revenue exceed the expenditure, the Sultan is to receive a half of the surplus or net proceeds. The people under my rule in these five districts are contented and peaceful, and only pay the same light revenue which has been imposed at Sarawak. There is no military establishment either in Sarawak, or those five districts, but there are twenty-four policemen. This does not include the forts, in which there are eight and ten armed men respectively. There is a third fort at Singa, which I omitted to mention; it is to protect Singa in case the Serebas should come out on piratical expeditions. With the other rivers, Mooka, Oya, Egan, Bintulu, &c., Sarawak maintains friendly relations, but without any interference in their internal affairs. It has never occurred since I have been at Sarawak that war has taken place between these communities of Mooka, Oya, &c.; they are not addicted to war. In Mato, where there is a rapacious chief, there has been a disposition shown to resist his authority.

9. Are there no Treaties between Sarawak and other places?—None. It may be worth while that I should state the advantages of the present system.

The country of Sarawak had a Malay population of about 2,000 souls when I took charge of the government; it has now about 15,000 Malay inhabitants. Samarahan, when I first took Sarawak, had about 200 Malay inhabitants; it has now 10,000, and this, though not under my government, merely from its vicinity to Sarawak, and the security it has enjoyed in consequence. Trade has increased in an equal or even greater proportion. In 1839, 1840, and 1841, trade had totally ceased in Sarawak; not a single prow or trading vessel of any sort left the place for Singapore. The tonnage in the last year amounted to 30,000 tons; and the total of exports and imports to a million of dollars. The trade of Sarawak alone is now probably three or four times greater than that of the whole coast, exclusive of the Dutch territory, ever was before. The trading returns of Sarawak show for the year 1853, 800,000 dollars. This is only an approximation, and it is moderately stated at 1,000,000. In 1849, the trading returns gave 100,000 dollars of exports and imports together.

10. What has been the cause of this increase?—Security to life and property in Sarawak; and from 1841 to the present time the peace of Sarawak has never been disturbed.

11. Is there much trade now on the Serebas and Sakarran rivers?—Very little at present, but increasing, and no doubt the trade will be great. Previously to the operations undertaken by the British Government, there was scarcely any trade at all. The Serebas and Sakarrans are keen traders: they had formerly no means of trading, owing to their piratical habits; a little iron and a little steel, and salt, were the total of their imports. They are not at all addicted to finery, but their women are: no Dyak, I may almost say, is ever seen wearing a silk dress, or any fine dress. The women on festive occasions are loaded with ornaments of brass and beads from head to foot; they wear a short petticoat, which they make themselves. They have a large raw produce, I think, capable of indefinite increase. Before the trade was open, I imagine they had no taste for finery, except their own brass ornaments, &c. The great difficulty I have at Sarawak in the way of tradal improvement of the Dyak tribes is, that having arrived at the maximum of their ideas of comfort, they show no disposition to acquire new wants or to adopt improvements.

12. What use would these Serebas and Sakarran Dyaks make of valuables, cloths, &c., taken as plunder, if they do not wear such things?—Whether slaves or plunder, that they did not want, they would sell to the Malays. In the late expedition, we recaptured a brass gun of about 1½ cwt., which was captured from a small guard-boat belonging to the Sultan of Pontianak at Mampawa: it was known to many, and is called universally throughout the country the "Bachelor of Mampawa," and was taken by a chief named Rantap from fifteen to eighteen years ago. The guard-boat was run down by the Dyak bankongs in sight of her consort, a Dutch gun-boat.

13. Is there anything that you would wish to say in addition to the preceding statement?—I may mention further, that the relations between the Borneo Government and that of Sarawak are of the most friendly character; and that the new Sultan of Borneo has shown every consideration to myself personally during the last year; and that he looks to me to support his throne and to preserve his government. During the whole of that period, he has been aware that I exercised no official authority, and that the present Commission was hanging over my head. I think it ought to be known, and I wish it to be clearly understood, that my personal interests are linked with those of my own country, but that the interests of Sarawak may become separate from the interests of Great Britain; for instance, supposing the British Government should not afford protection against piracy or against foreign innovation, it would then become my duty to relinquish Sarawak to any nation which would afford the requisite aid to ensure its security.

14. Does a slave trade exist?—There is no slavery among the Sarawak hill Dyaks. There is among all Malays domestic slavery; and there is the seizing of slaves, especially women, by the Serebas and Sakarran communities on their piratical expeditions. There is no slave trade properly so called.

Recorder's Room, Court House, Singapore,
October 28, 1854.

Sir James Brooke addressed the Commissioners on the subject of a complaint which he understood had been made to them by the Singapore Agents of the late Eastern Archipelago Company, Messrs. Macdonald and Co., on the subject of a duty of a dollar a-ton imposed on British vessels at the ports of Borneo by the Treaty with the Sultan. He stated his desire to give any information which might set the matter at rest without any further dispute. The Commissioners, after reference to Messrs. Macdonald and Co.'s letter of the 27th September, 1854, put the following questions:

15. Will you explain the motives which induced you to consent to the stipulation in the Treaty of 1847, that English ships visiting the Sultan of Borneo's ports should pay a dollar a-ton, having subsequently made your own Settlement of Sarawak a free port; and will you also inform us whether you are aware of any endeavours made by the late Mr. Barber on the part of the Eastern Archipelago Company to come to an amicable arrangement with the Sultan, with a view to the reduction of this impost; and also, whether you have used your influence with the Sultan and Pangerans at Brunė, to prevent such arrangement?—If a reference is made to the instructions of Lord Palmerston, a copy of which Her Majesty's Commissioners will furnish, it will be observed that an *ad valorem* duty was proposed by Lord Palmerston, leaving, however, a discretion to me on the subject. I considered myself that an *ad valorem* duty was highly objectionable, if not impracticable, in a town without a custom-house and, in short, without a Government. I consulted, I believe, several, but certainly one gentleman in this Settlement, who, from his mercantile experience, was enabled to judge better than I could myself have done. Mr. Read participated in my objection to an *ad valorem* duty, and coincided with me in opinion that a duty of one dollar per ton on the registered tonnage would be a more simple and lighter duty on British trade. The Treaty when concluded was approved of by Her Majesty's Government, and no objection has been urged against this duty of one dollar a-ton until the present time. Sarawak has been a free port since I assumed the government in 1841. The Treaty was concluded in 1847, and at the time that this Treaty was concluded, the Coal-Grant now possessed by the late Eastern Archipelago Company was my own property; therefore it is insinuated that I resorted to the clumsy expedient of imposing a duty unfavourable to my own interest. The Commissioners are aware, from the Parliamentary Papers before them, that very serious disputes had occurred between the Directors of this Company and myself. I had charged them with a fraud, and to use nearly the words of Lord Chief Justice Jarvis, the Directors in their corporate capacity had been guilty of a falsehood to the Crown. In August 1853, I met the Sultan of Borneo for the first time after my return from England, and I had previously had no communication with him or with the other Rajahs upon the subject. What passed between us was merely in conversation, and I advised the Sultan to come, if possible, to an equitable arrangement on the entire subject with the Company, but until this arrangement had been arrived at, by no means to remit the duty imposed by Treaty. Mr. St. John, the Acting Commissioner and Consul-General, was present during these conversations, and he can inform the Commissioners that not only at that time, but during the time of the late Sultan, the Government of Brunė were resolved not to remit this duty. My reasons for the advice which I gave to the Sultan were, that I considered this Company to have inflicted a very serious injury on the prosperity of the Brunė commerce, and on the interests of the Sultan, by shutting up the coal in Borneo which the Sultan had granted them. The verdict of a jury had convinced me that it would be unsafe, and contrary to the interests of the Sultan, to extend his confidence to the Directors, unless by an arrangement he could insure a reasonable amount of duty or royalty on the coal. The duty of one dollar a-ton on shipping was not greater, or but little greater, than the royalty of 2*s*. 6*d*. a-ton on coal which was imposed by the British Government in Labuan; for with ships properly constructed for the purpose, a ship will carry double, or nearly double, her registered tonnage. I was not aware at the time the Sultan consulted me upon the subject that Mr. Barber had made any offer to commute or lighten this duty, but I heard subsequently in writing from the Sultan, that he had done so, and that the Sultan had positively refused. The terms of the

proposal made by Mr. Barber, which I likewise heard, I considered to be far from equitable, and certainly had I been called upon to do so, or should I ever be called on again by the Sultan to offer my advice, I should advise him in the same manner that I did previously. But there could be no necessity for this advice, both the present and the late Sultan being very resolute to enforce the duty, or to receive a considerable sum in lieu of it. I considered that the abolition or reduction of this duty would be an injustice to the Sultan; for not only is it imposed by Treaty, but had subsequently been ratified and accepted by the Company's agent, Mr. Motley, so as to preclude all dispute which might have arisen about the limits of the port of Borneo. I should be more inclined to offer the same advice to the Sultan, because I have now laid claim in England to the resumption of the grant for the very coal in question, upon the ground that it was, so far as regards the mainland, obtained from me, by my agent, on false pretences. I must add, likewise, that I explained to the Sultan and to the various Princes of Borneo, that my advice to them was not offered in any official capacity, and that my official connection with the British Government was merely nominal.

Suggested by Mr. Allinson, of Messrs. Macdonald and Co.

16. Is there any other matter in dispute between the Sultan and the Company besides the dollar a-ton import?—Certainly; there is the serious question of the proper construction to be placed on the deed under which the Company hold this coal on the mainland, and the Government of Borneo without any communication whatever with me had intimated its reading of this document both to the Acting Commissioner, and I believe to the Lieutenant-Governor of Labuan. There is likewise a question upon the right of way which is not provided for in the grant, and other questions would arise so soon as the coal was worked; for instance, the arrangements for labour, the details of the farm for opium and other articles which the Sultan would impose, and many other matters.

17. Has not this matter of the construction of the deed been referred to the British Government, and the construction put upon it by the Eastern Archipelago Company been confirmed by the British Government?—A reference to the Parliamentary Papers will show that the question was referred to the Foreign Office, and that Lord Stanley of Bickerstaffe decided that the construction of the deed was as maintained by the Company. Upon the receipt of Lord Stanley's despatch, I acquainted him in a demi-official form (being then in England) of the consequences which would result from his decision. The matter was discussed at large between Lord Stanley and myself, verbally, and I have some reason to believe that Lord Stanley's opinion had been considerably modified by what passed. As I most decidedly differed in opinion upon the construction of the deed, I took a high legal opiuion upon the subject, and it was to the effect that the literal translation was not exclusive, and that the deed was null and void in English law. Mr. Hugh Hill and Mr. Willes were the counsel who offered this opinion.

18. It was inferred from what you said yesterday, that during the time you have been Commissioner and Consul-General you have not been a trader in any sense; is that correct?—There was a trade, previously to 1846, to support the expenses of the Sarawak Government, and I will therefore repeat that if this constitutes a trader, I was so, but not for my own profit. Subsequently to September 1846, I positively state that I have not been a trader at all in this or in any other manner, though of course the management of the revenue has been either in the hands of the lessees, or under the charge of an officer of the Sarawak Government. The realization of the revenue on antimony ore and opium was in the hands of the Government for several months during 1849-50. The revenue in opium has continued under the direct management of the Sarawak Government, but the antimony ore has been leased. These transactions are indispensable to the maintenance of every Government as constituting a revenue by which the Government is supported. I will say again, that I have never since I took charge of the Government bought or sold for my own profit.

19. Will you inform us of your views regarding the trade of other parts of the coast; for instance, as regards antimony, coming in competition with Sarawak produce?—I may say generally, that no trade in European vessels, or conducted by

Europeans, has succeeded in the native Malayan States, but I would by no means interfere with the natives, or limit the full action of free trade. The duty of Commissioners, as I have always viewed it, is rather to place a restraint on the conduct of my own countrymen, by preventing the ill-usage of the natives, than to interfere with the action of commerce. The Europeans often, however, require protection from the violence of the natives when their disposition to violence has been roused. The discussions which have arisen relative to Mr. Burns were in consequence of his obtaining an ill-defined lease from the Sultan, and did not refer to the freedom of trade, which has been open since the Treaty to all British subjects. That the antimony of other places might enter into competition with the antimony of Sarawak has of course been foreseen by me, and had I desired to prevent it, it would have been by not influencing the British Government to make the Treaty, which rendered this competition possible. I consider such a competition to be improbable on account of the distractions of the native Government. Such a competition, if successful, would in no means injuriously affect a country so lightly taxed as Sarawak, as the deficit of the revenue would very readily be supplied from many other sources. In reference to what I stated yesterday relative to the trade of the Serebas and Sakarran Dyaks, I may acquaint the Commissioners that I was in error in stating that there was scarcely any trade, as I am now informed that the trade in piece goods is considerable and increasing. Their imports, besides piece goods, are considerable quantities of brass wire and gongs; crockeryware in large quantities, sacred jars, steel, besides iron and salt, and a few other articles.

20. Assuming that the Serebas and Sakarran Dyaks were piratical communities, and that it was in accordance with the Treaty with the Sultan of Borneo that they were attacked by the British forces, what is the exact position in which you now consider them to stand?—The Serebas and Sakarran tribes undoubtedly inhabited a portion of the country within the dominions of the Sultan of Borneo. As their piratical habits, generated by their superstition of obtaining heads, and encouraged by their local Malay rulers, taught them their own power, they disowned the authority of the Sultan, and as I yesterday stated, they have for about a hundred years been beyond the control of the Government of Borneo. The principal end is to suppress piracy, and of course the British Government might by Treaty effect this object by restraining these piratical communities. I imagine that there is no other relation between the British Government and Serebas. The Bornean Government of course maintains its ancient claims, but my own view of the matter is, that if the Serebas and Sakarrans can be restrained from piracy, and from the indiscriminate murders they practise both by sea and by land, it will be advisable to interfere with them as little as possible, and certainly not to interfere by demanding revenue, or in the internal arrangements of the tribes. If security be established, commerce will follow, and they will readily revert to their ancient custom of paying a small revenue in rice.

21. What prospect do you conceive to exist of the murderous expeditions of the Serebas and Sakarran tribes being finally put an end to?—I entertain no doubt whatever, that by a consistent course of action their piracies and head-taking by sea may be suppressed, and that the system of indiscriminate slaughter by land might be restrained to a considerable degree. The certainty of punishment in the present state of feeling of those tribes would alone do much; and the system has already been so far broken that the Malays and a considerable portion of the Dyaks have been partially reformed. The crimes of piracy and head-taking are now the crimes of individuals, and not of the communities as formerly.

22. As connected with the position of a British subject, will you inform us of the general views which guide you as ruler of Sarawak in relation to such general questions as slavery and slave trade, piracy, freedom of trade, &c.?—

[This question was put by Mr. Devereux, and Mr. Prinsep declared it to be irrelevant, and that he would not have it put.]

[Court adjourns at 2 o'clock.]

Recorder's Room, Court House, Singapore,
11·30 A.M., *Monday, October* 29, 1854.

Sir James Brooke attends by his own desire, in order to make some further explanations regarding what he stated on the two former days.

Sir J. Brooke :—I stated on a previous occasion that I had decided my position at Sarawak to be in future incompatible with the duties of Commissioner and Consul-General. I desire to explain that besides the unbefitting nature of the appointment, which I before mentioned, the grounds for this decision on my part are, that it is not only incompatible with, but seriously detrimental to, my position, to be placed in an office of great responsibility (for which there is no precedent in the public service), without the support and the confidence of Her Majesty's Government, and in consequence exposed to suspicion against the injurious effects of which, as a servant of the Crown, I had a right to claim protection.

In reference to the trade which was carried on, on account of the Sarawak Government, I wish to inform the Commissioners that the total aggregate amount of the value of this trade for the three years 1842, 1843, and 1844, was, imports 20,458 dollars, and exports 25,756 dollars. The above is the amount of the Government trade. The loss during these three years to the Government was 4,392 dollars. The Government trade from 1844 to 1845 for one year was very inconsiderable, far less than has been stated, and from the beginning of 1845 to September 1846, it did not exceed a few hundred dollars, I believe not more than five hundred. This trade, however, was independent of the proprietary right in antimony ore and the farm on opium, from which sources the greater part of the revenue was derived. The loss on this former trade on account of the Government was very early ascertained, but it was nevertheless continued to prevent the system of monopoly which the Malays had always been in the habit of maintaining over the exports and the imports of the Dyaks. When this oppressive monopoly had been broken up, the buying and selling on Government account gradually declined, and was finally abandoned on the lease of the antimony mines and opium farm from the 1st September, 1846.

The trading on account of Government, which has been mentioned by me, was principally in salt and iron, the articles chiefly required by the Dyaks.

I may as well also point out that in 1845 I was appointed the temporary and unpaid agent of the British Government. I mentioned on a former day that my appointment as Commissioner and Consul-General took place in 1847, when I first became a public servant.

[Adjourned 12·20.]

Recorder's Room, Court House, Singapore,
12 *o'clock, Monday, November* 6, 1854.

Mr. Prinsep.

23. I would wish to be informed what is the connection that you are now in with the Sultan of Borneo, or whether there is any connection between yourself as the Rajah of Sarawak and the Sultan of Borneo? —I hold Sarawak by a deed of cession, upon the payment of 1,000*l.* at the demise of each succeeding holder of Sarawak, that is, of myself or my heirs.

24. Then we are to understand that it is now under the dominion of the Sultan of Borneo?—Not under the dominion of the Sultan of Borneo, as it is absolutely independent in point of fact, and all possession of territory in Borneo is a mere question of power; and as I before stated, the people of Sarawak are by no means under the dominion of the Sultan of Borneo, any more at the present time than they were when I first assumed the Government. If the deed was infringed, or if I was to go away, it would resolve itself into a question of power. If I was not there to reconcile them, they certainly would fight to-morrow.

25. Do you hold Sarawak as a dependent of any, and what Power, or inde-

pendent of any Power?—I can only reply by explaining the position which I do hold, which in fact I have already explained. If Lord Clarendon's view of the subject should prove to be correct, Sarawak is a private property belonging to myself, and recognized by Her Majesty's Government; but this view of the subject I consider untenable. I say, *de facto* Sarawak is independent, because the Government of Borneo is a mere shadow.

26. Then, if independent of Borneo, it would be, as you conceive, liable to the same incidents as any other private property in the hands of an Englishman?—I cannot be called strictly independent when there is that deed with a payment of 1,000*l.* on demise.

De jure, it is not independent.

De facto, it is absolutely independent.

27. As I understand you now to say, you do not acknowledge any superiority of Great Britain or sovereignty over Sarawak?—I never heard of such a claim, except its being denied by Great Britain herself; I applied for recognition in the shape of a protectorate flag, or in any other way which the British Government might have considered just, and I was refused. Sir James Graham recently has distinctly stated in Parliament, that Her Majesty's Ministers had no intention of acquiring any possession on the mainland of Borneo. Lord Aberdeen stated the same thing to M. Dedel in 1845 and 1846; and I offered to transfer Sarawak to the British Crown, and my offer was refused. It is clearly impossible, therefore, that the sovereignty of Great Britain can be acknowledged over Sarawak, when it has been constantly refused.

28. Then, as I understand, there is no dependency of Sarawak except the dependency you have mentioned, which is *de jure* and not *de facto*?—There is the highest *de jure* right which a ruler can possess, and that is the choice of the people; and this *de jure* right is supported by a *de facto* power so far as relates to every other native State. There is likewise, as I have before said, a *de jure* right held under the Government of Borneo, and this *de jure* right is a *de facto* support to a decayed Government;—the only support, in fact, of the Borneo Government. The position which I occupied was so well understood by Lord Palmerston, that he stated that no objection existed, so far as the Government of Great Britain was concerned, to the conclusion of a Treaty between Sarawak and the United States of America, and the proposals made by the President of the United States were then before him.

Mr. Devereux.

29. Does the Sultan interfere in the petty dependencies of the Sago coast, Oya, Mooka, &c.? Can he impose an internal tax there? or can the petty rulers of each State make war and peace, and exercise a similar independence to that claimed for Sarawak, according to their respective power?—Oya and Mooka are respectively held by two Pangerans, who are very distantly connected with the Royal family of Borneo. The Sultan certainly could not exact any taxes from them, and what they may give is entirely dependent upon themselves. It is not above five months ago that a Pangeran named Mat Hoossein, who had had some difference with Pangeran Ursut of Mooka, and who had been turned out of that country (Mooka), returned with a Royal chop addressed to Pangeran Ursut, and recommending a reconciliation. Pangeran Ursut loaded his guns, and threatened to fire into Pangeran Mat Hoossein's boats should he dare to ascend the river. He ordered him out of the country; and Pangeran Mat Hoossein returned to Bruné. Pangeran Ursut afterwards sent his son to offer some explanation, of which I have not heard the result. This may serve as an example of the power of the Sultan of Borneo, and Oya and Mooka are more influenced by the Sultan than any of the rivers further to the southward. Sarawak had cast off the rule of Bruné; Samarahan was depopulated; Sandong was entirely independent and piratical; and the rest much in the same way; but each river and each tribe could formerly wage war one against another, or against the Government of Bruné, at their pleasure.

30. If one of the rulers of one of the petty dependencies of Bruné possessed the requisite intelligence and energy, and the consent of his people, could he, without infringing the rights of the Sultan, place his State in a similar position to that now claimed for Sarawak?—He could make a free port, and, with the consent of his people, he could regulate the affairs of his country exactly as he pleased, without infringing any existing right which the Sultan possesses. It

would be a question of power, whether the Sultan would attack him for so doing: but he has no power to attack anybody; if he had the power, he would reduce them to a strict dependence, or more properly speaking, to a dependence on his will alone, as opposed to their ancient customs. The best description of the coast generally is, that there is no government whatever; that might makes right with the Sultan as well as everybody else; Sarawak is the exception to this rule; and through Sarawak the Sultan's Government may be re-established, and the conntry developed.

31. Do you consider Sarawak bound by the Treaties made by the Sultan with other Powers?—Certainly not. There has been no Treaty excepting the English one, and that has never bound Sarawak, whether in the duties levied or in its jurisdiction; and it would be impossible to place the power of judging the crimes of Englishmen and the disputes between Englishmen and natives in the hands of a single Englishman appointed by Government, as stipulated in the Treaty with Brunć; it would be contrary to the freedom which is at present existing in Sarawak, and to the laws which have been established, to permit any single man to judge the life of another.

32. In the case you have supposed, a crime committed by an Englishman, would not a punishment inflicted by you as ruler of Sarawak subject you to legal consequences in England?—The case has never arisen, and it is clearly the law of England that British subjects are to be tried by the laws of the country in which they reside. Supposing that I was to judge and punish personally, *i.e.*, according to my own will, I might be held responsible; but on the contrary, supposing a British subject to have been tried and condemned in the operation of laws that had long been promulgated in Sarawak, by judges regularly appointed for the purpose, I do not think that I should be responsible. Should such a case arise, however, the course I should myself pursue, would be to have a prisoner tried by a jury of his countrymen, or by a mixed jury, according to circumstances, and should he be found guilty, I should detain him whilst a reference was made to the British Government.

33. How is the opium farm conducted when not rented out, but managed directly by the Sarawak Government?—The Government orders the opium from Singapore, and the offices in charge of the Revenue Department supply it to licensed retailers. It is found impracticable to farm out the opium, as in Singapore, on account of there being no Chinese possessed of sufficient capital to undertake it.

34. In the British expeditions, did you endeavour to prevent the Dyak allies taking the heads of the slain, or did you look on it as a necessary evil?—I considered it a necessary evil, impossible to prevent, if their assistance was used, and without their assistance we could do nothing. Without them the English could not have got into the country.

35. There is an apparent discrepancy between the views expressed in the 17th and following paragraphs of your letter to Mr. Addington, dated 13th March, 1852,* and your late acceptance of the Sultan's grant of the Serebas and Sakarran rivers, regarding which you may, perhaps, wish to offer some observations—The reason I rejected the offer of the Sultan mentioned in that letter was, that it would have led to a system of rapine and oppression carried on in my name and under my auspices; and the reiterated offer on the Sultan's part, after my return to England, though containing some modifications, gave me no reason to think that the system of rapine would not be attempted. I therefore gave directions to consider the offer as so much waste paper. On my visit to Brunć, in 1853, I had the fullest means of judging the present Sultan's intentions, and I was about to be relieved from the duties and the misconstructions attendant upon my appointment under Her Majesty's Government; I was assured of the sincere desire of the Sultan to advance the good government of those rivers through my means without interference; I had all along been convinced of the great advantage to the communities themselves, and to the Government of Borneo, which would result from the establishment of something like a Government which could afford protection; and I undertook a task which my want of confidence in the late Sultan prevented my doing previously.

36. As connected with your position as a British subject, will you state briefly the views which guide the Sarawak Government in regard to Slave Trade, freedom of trade, and any questions affecting general progress?—The suppression

* Parliamentary Papers, page 367.

of piracy must certainly be effected, with or without British assistance. Slavery is a social institution, but it has been greatly modified and it should only be abolished when it can be done with the consent of the people. Slave Trade there is none. The freedom of trade is as at Singapore, excepting that the transit of opium, fire-arms and gunpowder into the Dutch territories is prohibited, on account of the offence which a smuggling trade would give to that Government. The prospect of Sarawak arriving at commercial prosperity is through British capital and Chinese labour, and by these means it would be difficult to affix a limit to its developments. There is an inferior development of the resources of the country arising from the security and good government of the natives; and this, however advantageous to the natives themselves, would be of no consequence to British interests. The striking feature in the countries of the Archipelago, with the exception of Java, is the trifling amount of trade as compared with the natural riches of the countries themselves; and this can only be accounted for from the total decay of native Governments, the general want of security, and the indifference and supineness of European States.

[Adjourned 1·50 P.M.]

(Signed) J. BROOKE

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Sir James Brooke to the Earl of Clarendon.

My Lord, *Sarawak, September* 27, 1853.

I have obtained through a private channel a copy of the instructions that have been forwarded to the Governor-General of India, directing him to issue a Commission to inquire how far the position I occupy in Sarawak is advantageous to the commercial interests of Great Britain.

I consider the inquiry to be so imperatively necessary, that I shall offer no remark upon the general tenour of these instructions, but shall content myself with a reference to the passages of your Lordship's despatch to Sir Charles Wood of the 21st June, 1853, which appear to me likely to prejudice the ends of justice.

Your Lordship states that "it is to be observed that by no act of Her Majesty's government has countenance ever been given to Sir James Brooke's assumption of independence, and that his possession of Sarawak has never been considered otherwise by them than as a private grant bestowed by a foreign Sovereign upon a British subject."

Firstly, by a reference to my despatch of the 13th of March, 1852, addressed to Mr. Addington, your Lordship will perceive that a deed ceding the territory and government of Sarawak was signed by the late Sultan and Rajahs of Brunéi, and that, over and above this cession, it is stated that I hold my position as emanating from the will of a free people to choose its own form of government, and the functionaries by whom it should be administered.

In a second despatch, dated the 23rd of November, 1852, addressed to the Earl of Malmesbury, I further urged that the people of Sarawak supported the government they had chosen, and resisted oppression, before they intrusted their government to me.

I maintain, therefore, that this is a double claim to the possession of Sarawak—the will of a free people strengthening the cession made by a Sovereign who could not rule his subjects. I am not aware that I have on any occasion assumed a personal independence, or rested my possession on any other grounds than the cession of the native Sovereign and the will of the people.

I have therefore to request that your Lordship will be good enough to reconsider this paragraph in the instructions, conveying an impression to the Commissioners opposed to my statement, and leading them to believe that

the grants conferred by the Sultan of Borneo have been set aside as being no longer binding.

Secondly, whether the possession of Sarawak has been considered by Her Majesty's Government as a private grant bestowed by a foreign Sovereign on a British subject, may be best judged by a reference to what has really passed relative to this subject.

Early in 1842, in a published letter addressed to James Gardner, Esq., I made known that I held the government of Sarawak, and administered the laws.

On the 2nd of December, 1842, my agent informed Sir Robert Peel, the Prime Minister, that I had received the Sultan's formal ratification of a deed assigning over to me the territory and goverment of Sarawak, with its dependencies. Borneo Papers, page 1.

In consequence of this application, directions were given to Sir Edward Belcher to repair to "the Isle of Borneo," to make inquiries on the spot into various matters to which his attention had been directed, and of entering into personal communication with myself. Ibid., page 7.

On September 14th, 1843, my agent forwarded to Sir Robert Peel the abstract of a deed executed by Omar Ali, the Sultan of Borneo, making over to James Brooke, Esq., the country and government of Sarawak. Ibid., page 8.

On the 12th of March, 1844, my agent announced to Sir Robert Peel the cession of the district of Sarawak, in perpetuity, and the transmission to Her Majesty's Government, by Sir Edward Belcher, of a preliminary Treaty. Ibid., page 25.

The very terms of these communications and of the deed, preclude even the supposition that Sir Robert Peel could consider the grant to be of a private nature; and the subsequent measures pursued by Ministers clearly demonstrate that they regarded the cession of the country and the government of Sarawak as a public grant.

On September 6th, 1844, Lord Haddington stated that there were great objections to acquiring Mr. Brooke's territorial rights and property, or to interfering in any way with the mainland of Borneo. In consequence of this correspondence, a second Commission was appointed to proceed to Borneo. Ibid., page 55.

On October 26th, 1844, my agent transmitted to the Foreign Office, information similar to what has already been furnished to the Prime Minister. Ibid., page 65.

On December 2nd, 1845, my agent communicated to Lord Haddington my request to be allowed to display in my territory the British Union quartered in a Sarawak flag. Ibid., page 80.

On October , 1846, an application was made to the Ministers for Foreign and Colonial Affairs for a Government recognition of Sarawak, by allowing a protectorate flag to be displayed in that country; and in reply Mr. Hawes stated that "with reference to Mr. Brooke's application to display in his territory some description of protectorate flag, I am to acquaint you that this is a question upon which it is necessary that Lord Grey should communicate with the Secretary of State for Foreign Affairs." Ibid., page 103.

On November 17, 1846, Mr. Stanley was directed by Viscount Palmerston to reply, in reference to the protectorate flag, that this was a matter on which Her Majesty's Government were not yet prepared to decide. Ibid., page 104

The above references to the Borneo Papers incontestably demonstrate that the grant in question could not be considered of a private nature; but, reverting to other sources, there is abundant additional evidence to support the same conclusion.

The Earl of Aberdeen was acquainted as early as 1844 with the fact that I held the territory and government of Sarawak, with its dependencies. In 1846 Captain Keppel's work appeared, and Lord Aberdeen, in his note of the 4th of May, 1846, addressed to M. Dedel, refers to his knowledge of this work, where Sarawak is described as a considerable province, containing many thousand inhabitants! Could such a province, with the human beings who resided in it, be considered as private property held by a private grant? Ibid., page 65.

In a note of the 2nd of December, 1845, addressed to the Earl of Aberdeen, M. Dedel stated that "Brooke reçoit du Sultan de Borneo Propre sur la sanction de son Gouvernement l'investiture du domaine de Sarawak." The Earl of Aberdeen, without directly denying this assertion, replied "that, with respect to the proceedings of Mr. Brooke in his private capacity, Her Majesty's Govern-

ment, in forming a judgment of their nature, must be allowed to take into consideration the character which that gentleman bears, &c. For eight years past that gentleman has resided in Borneo; the property which he has acquired has been obtained in the most legitimate and open manner, and all his efforts have been directed to the furtherance of civilization, to the discouragement of piratical pursuits, and to the promotion of the welfare of the native population. Had Mr. Brooke during that time been guilty of any acts hostile to the legitimate interests or influence of Holland, the Undersigned cannot doubt that the Netherland Government would have brought such conduct to the knowledge of Her Majesty's Ministers; but the only charge which that Government can, at the present moment, allege against Mr. Brooke, is, that he is not favourably disposed to the extension of Dutch influence in the part where he has acquired possessions."

Coupling this declaration with the previous knowledge of the Earl of Aberdeen, the language employed in allusion to the direct statement made by M. Dedel proves that, although the position I held had been obtained in my private capacity in reference to Her Majesty's Government, yet that the position itself, as well as the very objects which I was exerting my efforts to reach, were of a public character, and were so viewed by the Netherland Government and by the Government of Great Britain.

The sense in which the Earl of Aberdeen used the expression quoted above, is further elucidated by the subsequent correspondence. In a note on the same subject of the 30th of March, 1846, M. Dedel allowed that the Government of the Netherlands possessed no right of interference with a resident, or farmer, of the Sultan of Borneo at Sarawak; but he continues: "La situation n'est plus la même. Il paraît que M. Brooke a obtenu une cession a perpétuité du territoire qu'il a pendant deux années tenu en bail. Son Excellence le Comte d'Aberdeen reconnaît en outre que ce cessionnaire perpetuel vient d'être revêtu d'un caractère officiel par Sa Majesté Britannique. Si donc Sarawak n'est pas encore de droit un établissement Anglais dans le sens ordinaire de ces mots, il l'est cependant par le fait qu'il existe un concours de circonstances qui peut à chaque instant exposer le Gouvernement des Pays Bas à voir se renouveler les mêmes désagréments et les mêmes collisions auxquels il avait espéré que le Traité de 1824 avait imposé un terme à jamais."

The Earl of Aberdeen, in his reply to M. Dedel of the 4th of May, 1846, maintains the right of England to establish Colonies, if considered expedient; and only notices the statement relative to my position in Sarawak with the following remark:

"Her Majesty's Government greatly deplore the opinion expressed by the Netherland Government, that the residence near their possessions of a British subject, whose conduct in the position he at present occupies they admit to have been irreproachable, must of necessity lead to complications between the two Governments; and the Undersigned begs to assure M. Dedel that no precaution on the part of Her Majesty shall be wanting to prevent the possible occurrence of the anticipated evil, and that the strictest orders shall be given in this respect to the several British authorities in the Eastern Seas; but Her Majesty's Government cannot allow any apprehension of the possible occurrence of such complications to interfere with their paramount duty of protecting the just rights and legitimate interests of Her Majesty's subjects."

The position which the Earl of Aberdeen here declares it to be the paramount duty of Her Majesty's Government to protect, was the tenure of the territory and Government of Sarawak under the grant made by the Sultan of Borneo.

I regret that I am thus necessitated to trouble your Lordship at such length upon a subject which, from the expression used in the instructions, might mislead the Commissioners as to the views which were entertained by two successive Governments of my position at Sarawak.

There is still one conclusive proof of the actual public light in which this position was viewed, contained in the despatch of Viscount Palmerston of the 24th of October, 1850. The Government of the United States had proposed to enter into a Treaty with the Government of Sarawak. On that occasion Lord Palmerston, when informed of the circumstances, wrote, that although he "was not exactly aware of the precise nature of my position at Sarawak; and whether it was such, with relation to the Sultan of Borneo, as to entitle me to

make a Treaty with a foreign Power touching matters connected with the territory of Sarawak; but there seemed nothing objectionable in the general terms of the arrangement proposed by the Government of the United States." I will leave it, upon the evidence thus produced, to your Lordship's candid reconsideration, whether my position at Sarawak, holding the territory and government of a considerable province; the question of a protectorate flag not yet decided by Her Majesty's Ministers; invested with the dominion of Sarawak in perpetuity by the avowal of the Netherland Government; supported by England in this position by the declaration of the Earl of Aberdeen; receiving an overture from the United States for the conclusion of a Treaty, and no objection existing to this Treaty on the part of the British Government; I leave it to your Lordship's judgment to declare whether such a position could be considered as a private position, and whether the grant which placed me in this position could be considered merely as a private grant bestowed by a foreign Sovereign on a British subject.

Your Lordship, in your instructions, further states that the proposed inquiry will afford me a fit opportunity of meeting the various charges which have been brought against me, and that it will be the duty of the Commissioners to inquire into the accusations brought against me by British subjects. I beg to state that it will be sufficient on my part to answer charges when a *primâ facie* case shall have been established, which has not yet been done, although repeatedly attempted in Parliament; and that I have accusations to make, as well as a defence to offer.

It would be contrary to every principle of justice to permit an accuser, corporate or individual, to urge a charge against me, whilst he is screened himself by his absence from the Commission. Let me meet these accusers face to face; let the charges to be urged be clearly defined; let the witnesses for the defence be examined; and I will meet all and every matter frankly, freely, and unreservedly; but without this being done, the present inquiry can be but preliminary to a more complete and searching Commission in England, as it will be evident, from the unlimited nature of your Lordship's instructions, that not only the members of the present Government must be examined, but numerous other officers and gentlemen, who are now scattered over the world, and whose testimony will be of vital importance to my defence.

One or other of the two courses named must be pursued to maintain the established principles of equity; and I am ready to prosecute the inquiry, so that it be full, searching, and complete. I have further to request that a competent legal adviser may be retained on my behalf at the public expense, and that my friend Mr. Templer may be authorised to make the selection in question; and in conclusion, I beg to remind your Lordship of what I have stated in a previous despatch, viz., that it will be an evasion of justice if the Commission does not visit Sarawak.

I have, &c.
(Signed) J. BROOKE.

P.S.—In addition to what I have already advanced, I have to solicit your Lordship's particular consideration of my despatch to Viscount Palmerston of the 14th of March, 1849, and of his Lordship's reply of the 20th of June, 1849, which conveys the approval of Her Majesty's Government of my proceedings in having hoisted a Sarawak flag, in order, with the sanction of the British Government, to afford a recognised permanency to that country. I further beg to appeal to Earl Grey and Viscount Palmerston on this subject.

Sir James Brooke to the Earl of Clarendon.

My Lord, *Sarawak, December* 23, 1853.

I append a list of some of the witnesses whose evidence will be requisite for my justification before the Commission appointed by Her Majesty's Government; and it must rest with your Lordship either to command the attendance of these and other witnesses, or to institute a further and more complete inquiry in England, after the Commissioners shall have taken the evidence procurable in Singapore, and "off" the coast of Borneo.

As it is my intention to challenge the instructions on which this Commission is to be based, I likewise forward a list of the witnesses to establish the incorrectness of the statements contained in these instructions.

The direct act of Her Majesty's late Government in sanctioning, after four years' previous consideration of the measure, a flag which was "to afford a recognized permanency" to Sarawak, when it was informed that the object was to give "a spirit of national pride to the natives, who had eagerly embraced this distinguishing mark of country," is an absolute contradiction to the statement contained in the 7th paragraph of the instructions under discussion; and the assertion that Sarawak has never been considered otherwise by Government than as "a private grant," is further negatived by the impossibility of Her Majesty's present Government deciding in what light this possession was considered by the three preceding Governments of Great Britain. It is a manifest impossibility, unless your Lordship can produce a record of the decisions of the Cabinets of the late Sir Robert Peel, of Lord John Russell, and of the Earl of Derby, upon this point.

Amid the numerous and varied proofs to invalidate the statement which your Lordship has erroneously made, a reference to Viscount Palmerston's despatch of October 24th, 1850, and to the Minutes of Evidence taken before the Committee on Army and Ordnance Expenditure, Questions 8368, 8369, 8370, 8371, 8399, 8400, may convince you in how different a light the possession of Sarawak was viewed by two influential members of a former Ministry.

I have to observe, with reference to the 6th paragraph of the instructions, that if my position at Sarawak be compatible with the laws of England, it must be compatible with my character as a British subject; and the decision as to whether it be compatible or incompatible with the laws, must rest not with a Commission, but with the highest legal tribunal in the State.

When your Lordship, in the 10th paragraph of the instructions, directed inquiry into the relations I maintain with and towards the native tribes on the north-west coast of Borneo, with a view to ascertain whether it is necessary that I should be entrusted with a discretion to determine which of these tribes are piratical, it was surely in forgetfulness of the fact that the Earl of Aberdeen, without reference to me, and in allusion to the measures adopted for the suppression of piracy, before I was engaged in the public service, has recorded that "those measures" (against the very tribes in question) were adopted only on the "fullest proof that the parties against whom they were directed were actually and habitually pirates."

Earl of Aberdeen to M. Dedel, December 10, 1845.

It is an indirect mode of raising the simple question, whether the Serebas and Sakarran people were or were not pirates: this question shall be directly and honourably brought before the Commission, but the instructions are not the less erroneous in investing me with a discretion I was never entrusted with, and which, in reference to the particular tribes in question, had been conclusively exercised by the Government of the late Sir Robert Peel, without my testimony being called for, and altogether without my knowledge.

I must further remark, that in calling for the aid of Her Majesty's naval forces for the punishment of these and other piratical tribes, I exercise no prerogative of office, but a right common to every Englishman in every quarter of the globe; and whether such aid be called for by a private individual or by a public functionary, "it must remain with the naval officer to determine whether it is or is not consistent with the orders which they may have received from the Admiralty, or from their superior officers, to make such arrangements or to undertake such operations."

Viscount Palmerston to Sir J. Brooke, October 5, 1849.

These are but cursory objections against the instructions; but if these and numerous other objections of a like character be valid, and show that the statements advanced are opposed to facts, as I am prepared to prove, it would render the Commission not only unjust but nugatory.

I have acceded, as your Lordship is aware, to a "fair, full, and complete inquiry;" but I regret that I am forced to say, that a Commission inaugurated under the instructions sent to the Governor-General of India, could not be fair, could not be full, nor could it be complete; for it is no slight omission, no trivial violation of justice, that these instructions shield the real delinquents, and calling upon me to defend myself against allegations scouted by the House of Commons, authorize no inquiry into the conduct of men whom I in turn have

accused, and some of whom have been convicted of falsehood and of fraud by a jury of their countrymen.

Unjust, incorrect, evasive, as I deem these instructions to be,—unjust as any Commission based on such instructions must necessarily be,—I will throw no impediment in the way of a preliminary inquiry; but at the same time I call upon your Lordship to render the proceeding fair, full, and complete; to correct the errors in the instructions; to define the charges; to name each accuser, and insure his presence; to furnish the names of the witnesses who, *primâ facie*, are to substantiate the accusations; to direct that evidence should be given by parties cognizant of the facts; to command the attendance of witnesses requisite for the defence; and to authorize such a scrutiny as will enable me to establish the malicious and the wicked nature of the charges which have been preferred, unsupported by evidence, and which have been repeatedly dismissed as unworthy of notice by the House of Commons: it is due to Parliament and to the country, to the ends of justice, and to the interests of British subjects.

I demand inquiry, because inquiry has become necessary in consequence of the countenance given to slander by Her Majesty's Government; but I protest against any decision arrived, after a partial inquiry, based upon instructions opposed to facts, and against any Commission authorized to hunt for testimony, in order to criminate me upon charges which are unsupported by *primâ facie* evidence, and which have been rejected by Parliament upon that express ground.

I have, &c.
(Signed) J. BROOKE.

Inclosure to despatch from Sir James Brooke to the Earl of Clarendon, of December 23, 1853.

A list of witnesses requisite for the justification of Sir James Brooke:

The Earl of Aberdeen.
Vice-Admiral Sir Thomas Cochrane.
Captain the Honourable Henry Keppel, R.N.
Captain Mundy, R.N.
Captain C. D. Bethune, R.N.
Captain the Honourable George Hastings, R.N.
Captain Farquhar, R.N.
Captain Sir Edward Belcher, R.N.
Commander Horton, R.N.
Commander Egerton, R.N.
Lieutenant Brickwell, R.N.
Lieutenant Williamshurst, R.N.
Lieutenant Everest, R.N.
Lieutenant D'Aeth, R.N.
Lieutenant Jenkins, R.N.
Dr. Livesay, R.N.
Mr. Baker, R.N., Engineer (late of the "Meander").
Urban Vigors, Esq., Perth, Western Australia.
Lewis Jackson, Esq., Civil Service, Bengal.
Windsor Earl, Esq., Hampstead.
Joseph Hume, Esq., M.P.
John Mc Gregor, Esq., M.P.
Hamilton Lindsay, Esq., Chairman, Eastern Archipelago, Company.
Mr. Wise, Managing Director, Eastern Archipelago Company.
Mr. Woolly, Secretary, Eastern Archipelago Company.
Mr. Heap, Solicitor, present at the destruction of the piratical fleet in 1849.
Mr. Melville, of the late firm of Cruickshank, Melville, and Co., Lessee of the Revenue of Sarawak.
Mr. U. F. Street, ditto.
Mr. Hiram Williams, 61, Moorgate-street.
Rev. Francis Mc Dougall, 7, Hyde Park Gate South, London.

List of witnesses to establish the incorrectness of the statements contained in the instructions sent to the Governor-General of India to issue a Commission, &c.:

The Earl of Haddington.
The Earl Grey.
Viscount Palmerston.
Lord John Russell.
The Earl of Derby.
Lord Stanley of Alderley.
Lord Stanley of Bickerstaffe.

List of various papers and documents required for the defence of Sir James Brooke:

Note addressed by the Earl of Aberdeen to M. Dedel on the 9th May, 1845.

Report made by Captain C. D. Bethune, R.N., to the Commissioners of the Admiralty, on his return from a mission to Borneo, 1846.

Reports made to the Admiralty on the same subject by Captain Sir Edward Belcher, R.N., 1843, 1844.

Copies of correspondence, and other documents, in the hands of Messrs. Cameron and Booty, 1, Raymond Buildings, Gray's Inn, which will be furnished by them at the request of Her Majesty's Government, according to the instructions sent them.

Hansard's Debates, all motions, discussions, questions, &c., relative to piracy, or to the conduct of Sir James Brooke in Borneo, between the years 1848 and 1852 inclusive.

Mr. Templer to the Earl of Clarendon.

Hatcham Lodge, New Cross, Deptford,
August 1, 1853.

My Lord,

I PERFORM but a simple duty to an absent friend in protesting, at least until he has seen them, against the tenour of certain instructions that have been issued for an inquiry in the case of Sir J. Brooke. I do so, I need scarcely assure your Lordship, with extreme reluctance, and because, from my intimate knowledge of his proceedings both in Borneo and at home, I feel I can demonstrate to your Lordship the incorrectness of certain statements of facts which are assumed in your Lordship's letter to Sir Charles Wood as the basis of the inquiry, and as to which Her Majesty's Government have been so clearly misinformed that any report founded on them could scarcely fail to inflict an injustice on Sir J. Brooke, as well as an injury to the national interests involved. To follow the order in which they occur—

1st. With reference to the first head of inquiry, your Lordship states as a fact, "that by no act of Her Majesty's Government has countenance ever been given to Sir James Brooke's assumption of independence, and that his possession of Sarawak has never been considered otherwise by them than as a private grant bestowed by a foreign Sovereign on a British subject."

Upon this I would call your Lordship's attention to the following facts, as connected by their dates:

On the 1st August, 1841, the Sultan granted the country and government of Sarawak to Sir James, then Mr. Brooke, thereby confirming a prior cession by the Rajah Muda Hassim.

On the 14th September, 1843, a translation of this grant was forwarded to Sir Robert Peel by Mr. Brooke's agent.

On the 14th September, 1844, Lieutenant-Colonel Butterworth, Governor of Singapore, wrote to the Governor-General of India for instructions how to act with reference to Sir James Brooke's position in Sarawak; and refers to a fact

noticed in the log of the "Phlegethon," dated the 2nd day of September, regarding the appointment of the Governor of Singa by the Rajah Budrudeen and Mr. Brooke, as corroborating the supposition that the English were supporting the latter.

On the 7th January, 1845, this letter was forwarded by the India Board to Viscount Canning.

In the year 1846, Captain Keppel's narrative, containing Mr. Brooke's journals was published, which stated that on the 24th September, 1841, Mr. Brooke was declared Rajah and Governor of Sarawak; that on the 5th November in the same year, a Court of Justice was opened by him; that on the 10th January, 1842, he promulgated a simple code of laws for the people of Sarawak; and from the period of this publication Sir James Brooke has been commonly called in this country by the name of the English Rajah, or Rajah Brooke.

In November 1844, Mr. Brooke was appointed Agent for the British Government in Borneo.

In the year 1847, he received the appointment of Her Majesty's Commissioner and Consul-General to the Sultan and independent Chiefs of Borneo.

In October 1847, Mr. Brooke returned to England; was in constant communication with the Departments of Government; and left England in February 1848, having received the further appointment of Governor of the Island of Labuan. He was thus administering the government of Sarawak within the knowledge of Her Majesty's Government at the time he was appointed to this Governorship.

Early in the year 1848, Captain Mundy's narrative was published, which details the punishment of the Sultan for the murder of his relatives.

On the 14th March, 1849, Sir James Brooke communicated to Lord Palmerston that "he had hoisted a Sarawak flag as a distinguishing mark of country," and requests the sanction of Government to its use, on the ground that it would afford a recognised permanency to the country. On the 20th June, 1849, Lord Palmerston replied that "Her Majesty's Government approved of Sir James Brooke's proceedings on that occasion."

It is therefore very clear that Sir James Brooke has always represented himself as Governor of Sarawak, first as tributary to, and afterwards as independent of, the Sultan, and never in any manner as the holder of territory in the nature of a private grant, or as entitled to any property in Borneo, except in the right of the State of Sarawak. With respect to Sarawak, he has always acted as a ruler independent of Her Majesty's Government. When, therefore, Her Majesty's Government, knowing this, and I may say in consequence of this, selected Sir James Brooke as the person best fitted to extend British interestsin those seas; conferred the above appointments; continued him in them; and at length approved of the use of a Sarawak flag as a distinguishing mark of country, I must, as I before stated, as a friend of Sir James Brooke who is cognizant of these facts, protest against the unqualified assertion which forms the basis of the first query, viz.:—

"That by no act of Her Majesty's Government has countenance ever been given to Sir James Brooke's assumption of independence, and that his possession of Sarawak has never been considered otherwise by them, than as a private grant bestowed by a foreign Sovereign on a British subject."

This assertion, connected as it is with the first question, entirely conceals from the Commissioners that up to a very recent period Her Majesty's Government had no idea of those inconveniences which are spoken of as facts, in the commencement of your Lordship's letter; and certainly in 1851, the Right Honourable Mr. Gladstone had not come to that conclusion. In the debate of the 10th of July of that year, after stating that "in the personal feeling of hostility to the character of Sir James Brooke he did not share, that he believed him in his heart and intentions, however liable he might be to errors of judgment, to be a man of philanthropy truly Christian," he goes on to say, "I cannot think there is any reason whatever, whether in respect of the general position of Sir James Brooke or in respect of the combination of offices in his person, however liable to criticism his position may be, I cannot think an address to the Crown upon the subject would be expedient, either upon general prin-

ciples, or altogether just to Sir James Brooke." I need scarcely remark to your Lordship that a misconception on this point in the minds of the Commissioners, prejudges this essential portion of the inquiry.

2ndly. Under the second head of inquiry, your Lordship speaks of Sir James Brooke as a holder of territory and a trader in the produce of that territory, while in the preamble your Lordship speaks of such trading as merely stated by others.

I need not remind your Lordship that Sir James Brooke alleges that such trading is precisely analogous to that of Her Majesty in the mineral productions of Cornwall or in the oaks of the New Forest. This distinction is important, as directly arising out of his position as Rajah or Governor of the country; and if it be understood by the Commissioners as a statement of fact, it could not fail to create a serious misapprehension on a very disputed point in the contention.

3rdly. Under the third head, as to the accusations of the Eastern Archipelago Company, I conclude that your Lordship is aware that Sir James Brooke, with the knowledge of Her Majesty's late Government, took proceedings by *scire facias* against that Company to cancel their charter, and for that purpose presented a petition to Her Majesty's Attorney-General, in which Sir James Brooke's interest in cancelling that charter was distinctly stated; that judgment of the Court of Queen's Bench has been given in that action against the Company, for breaches of condition, under circumstances on the part of five directors, who subscribed a false certificate of capital, which Lord Campbell, in one part of his judgment, described as a "gross fraud," and in another, "as gross misconduct, established by the verdict of a jury;" that the Company have brought error on that judgment not impugning the facts or the finding of the jury, but merely that under their charter the *scire facias* was not the proper legal remedy. The judgment of the Court of Error yet remains to be given; but of course, as this injury is the deepest a corporate company is capable of receiving, and as Sir James Brooke would scarcely have incurred the expense and trouble of the prosecution, except with the view of promoting his own interests, though not perhaps in the sense imputed in the instructions, it follows that, unless the accusations of the Eastern Archipelago Company be confined as to time and place, but one answer can be given to this part of the third query, and that also upon facts which have exclusively taken place in this country, where only an inquiry as to them can be of any avail.

4thly. The last query contains no statement of fact, but I respectfully submit to your Lordship, whether, in common with the whole tenour and language of the despatch, it is not calculated to inflict a grievous injury upon a Government like that of Sir J. Brooke's at Sarawak, which necessarily rests much upon opinion, and also to awaken deeper feelings than those of irritation in a mind like his. As instances, I point to the passage, as to entrusting him with a discretion to determine what tribes are piratical, as indicating at the best, in prospect, but a very limited confidence, when he would require a fair and generous support. As a farther instance, that the Serebas and Sakarran tribes are not even mentioned by name. Whether these tribes were or were not piratical was the whole of the original question; by it the clamour was got up, and by it alone Sir J. Brooke's enemies were enabled to mix up a number of minor charges with that of a deadly crime. On these instructions the grave accusation which, had there been the slightest faith left in it, should have led the van of the attack, is virtually abandoned. And as a further instance, that while the Commission is to hold its head-quarters at Singapore, the place from whence the enemies of Sir James Brooke have been in direct communication with Mr. Hume, Sarawak, the seat of Sir J. Brooke's government, and where his policy and its fruits may surely be seen and judged, is not only not mentioned by name, but it is doubtful, from the expression used, "localities off the coast of Borneo," whether the Commissioners are empowered, however essential they may consider it, to go that place at all.

I cannot believe, my Lord, that these can be intentional defects in a document which must affect, for good or evil, a large national interest; for if they were, they indicate that Sir J. Brooke's adversaries could only hope for a decision against him, by presenting their case upon statements which would prevent his

entering into evidence to show their fallacy; and then, my Lord, I may be permitted to express my conviction that Sir J. Brooke and his friends will never be satisfied without the further inquiry which, in 1851, Lord Palmerston did not think it necessary to pursue. In the debate on the 10th July of that year, his Lordship said, "Well then, I say the whole accusations fall to the ground; there is really nothing to inquire into, unless it be an inquiry (which I do not wish to pursue) into what could have been the source whence the various and persevering and malignant persecutions proceeded. I do not apply that word to any course which has been taken in this house, but I must denounce these charges as malignant and persevering persecutions of an innocent man. Sir, I am convinced that this house will, by an overwhelming majority, negative the motion of my honourable friend, and that by so doing they will proclaim to the world that Sir J. Brooke retires from this investigation with an untarnished character and with unblemished honour; and I am persuaded that he will continue to enjoy the esteem of his countrymen, as a man who, by braving difficulties, by facing dangers in distant climates and in previously unknown lands, has done much to promote the commercial interests of his country, and to diffuse the light of civilization in regions which had before been in the darkness of barbarism." Such an inquiry would then become not only necessary but indispensable to attain the ends of justice. The witnesses to be examined and the evidence to be adduced, are in this country. The character of William Henry Miles, one of Mr. Hume's earliest witnesses, by evidence recently arrived here, can be shown: and the inquiry would be necessarily incomplete which would fail to expose the manufacture of that man's testimony. Mr. Hume and Mr. Wise are both here, and I feel confident, that if it be extended to this country, with full power of examination, as conferred in the recent Election Commissions, Sir J. Brooke will be able to demonstrate to the public the machinations by which this persecution was commenced, and the deep personal enmity by which it has been continued.

In conclusion, my Lord, I cannot, although (and with pride I say it) I know Sir J. Brooke's sentiments and position as well as any man,—I know his noble love of truth, his keen sense of injustice, his self-respect and self-dependence,—I cannot, I say, foresee how he will receive these instructions; he may be willing to consider them reconcileable with the purport of Lord Wodehouse's despatch, and with the more recent declaration of Lord John Russell in the House, and accept them as in accordance with the spirit in which he understood the Commission was to issue before he left this country; or he may, looking at the high interests of his adopted people, whose welfare and happiness he seems by Providence chosen to protect, consider that they depart so widely from that understanding, as to justify him in refusing to meet a Commission which is to base its inquiries upon assumptions which strike at the very root of his native power; and I may be further excused in stating, that if the instructions were framed to effect the latter object, and to produce the antagonism which can scarcely fail to be fatal eventually to every British interest, they appear to me to be likely to attain their object. To avert so serious an evil, and to guard, as far as a humble individual can, the honour of my friend, must be my apology for intruding this protest on your Lordship.

I have, &c.
(Signed) JOHN C. TEMPLER.

Lord Wodehouse to Sir James Brooke.

Sir, *Foreign Office, March* 29, 1853.

I am directed by the Earl of Clarendon to inform you that Her Majesty's Government consider it expedient that after your return to Borneo, an inquiry should be instituted, under the direction of the Governor-General of India, into the functions you discharge, your relations with the native Chiefs, and generally your position in that island; and Lord Clarendon trusts that after the numerous discussions which have taken place, and the conflicting opinions which have been entertained upon these matters, such an inquiry, conducted by impartial persons, will prove satisfactory to all parties.

I am, &c.
(Signed) WODEHOUSE.

Sir James Brooke to Lord Wodehouse.

My Lord, *March* 30, 1853.

I have the honour to acknowledge your Lordship's communication of yesterday, and as I am to see the Earl of Clarendon I shall be enabled to request from his Lordship some explanations on the nature and scope of the proposed inquiry.

I have, &c.
(Signed) J. BROOKE.

Sir James Brooke to the Earl of Clarendon.

My Lord, *Southampton, April* 4, 1853.

I readily accede to the wish expressed by Her Majesty's Ministers to issue a Commission of Inquiry for the purpose of investigating my position in the Island of Borneo.

I retain the appointment I hold in the public service because the Earl of Aberdeen considers it proper that I should do so. I place implicit confidence in the Marquis of Dalhousie, and entertain no doubt that he will select gentlemen and statesmen of enlarged minds and high principles to discharge the duty imposed upon them, with credit to themselves and without dishonour to me.

The magnitude of the interests involved renders it imperative that a clear and unmistakeable understanding should be arrived at on the nature and scope of the proposed inquiry.

I assume that it is the desire of Her Majesty's Government, as it is my own intention, to make this inquiry fair, full, and complete. To issue a Commission empowered to collect evidence only within the British dominions, would not only render the inquiry nugatory, but would be a direct evasion of justice.

It will be necessary, therefore, that the Commission should be extended to Sarawak, as the spot where the events to be inquired into occurred, and equally necessary that it should embrace Singapore and Labuan. Her Majesty's Government and myself entirely accord in opinion that the investigation should now proceed, and I need do no more than place on record the propositions which I submitted from my memoranda, and which I understood were assented to by the Earl of Aberdeen and by your Lordship:

1st. That the Commission in Sarawak should be of a permissive character.

2ndly. That no infringement is to take place of the independence or rights of the Government or people of Sarawak, and that the Commissioners be instructed to respect those rights, and in no manner, whether by their acts or by their conduct, to derogate from the constituted authorities in that country.

On my part I promise every facility and protection to enable the Commissioners to discharge the duties entrusted to them.

The objects of the inquiry, as stated in Lord Wodehouse's despatch, and as arranged on the basis of the memoranda submitted by me, are to be:

1st. The functions I discharge under Her Majesty's Government.

2ndly. My relations with the native Chiefs, *i. e.*, whether such relations are advantageous or injurious to this country; and,

3rdly. Whether my position generally in the Island of Borneo is or is not for the advancement of the highest interests of mankind, and of the political and commercial importance of England in those seas.

The formal duties of the Commission are, as I understand, to be limited to these important and practical subjects, and that the Commissioners are further to be empowered to take into consideration such other matters as I shall lay before them.

I pledge myself to your Lordship and to my country to submit to the Commission every charge of a public or derogatory nature which has ever been advanced against myself or the officers of the naval service; my conduct, my motives, my measures; the character of the native population; the question of piracy, of intertribal war; the acts of the Sarawak Government; the administration of justice and of revenue; the political relations, feelings, and condition of the various communities of the coast, in relation to England, to Brunê, and

to Sarawak, and any other topics which I can think of, or which the Commissioners can suggest, shall be strictly investigated.

I solemnly pledge myself to drag the whole truth into light, without reference to my own feelings, or to the injuries which have been heaped upon me. I could not, were I so inclined, be made answerable for the mode in which the measures I recommend were carried into effect, but I willingly take upon myself the entire responsibility of those measures, whether in conception or execution, and should any defence of their conduct be needed, the officers of Her Majesty's navy, with whom I am proud to have acted, will, I feel certain, entrust their honour to my keeping. Your Lordship has assured me that it is not the desire of Her Majesty's Government to lower my position in the estimation of the native population, and I therefore request that a small steamer be placed at my disposal during the progress of the inquiry, as heretofore this has been the ordinary mode of communication with the different rivers on the coast, and will be indispensable to convey witnesses.

As an act of justice I further request the privilege of being present in person or by proxy during the investigation, the right of cross-examination and of obtaining evidence necessary to establish the truth without expense and without delay.

When the inquiry shall have terminated, it will rest with Her Majesty's Government consistently to establish a systematic course of measures founded on enlarged and more accurate views of the national position and policy, or fairly to abandon the field, and thus to leave the natives to their own resources.

I do not venture to express an opinion on the course pursued by Her Majesty's Government, and in conclusion I have only to assure your Lordship that under any circumstances I shall not forget the duty I owe to the people who have entrusted their government to my hands, to my country, or to myself. It is with sorrow, unmixed with anger, that I leave the world to judge the services I have rendered and the treatment I have received.

I have, &c.

(Signed) J. BROOKE.

Sir James Brooke to the Earl of Clarendon.

(Extract.) *Southampton, April* 4, 1853.

It is the confidence engendered by the measures of the British Government and by the security which has resulted, that now places these people in such imminent peril, and I earnestly request that protection should be afforded unti Her Majesty's Ministers are in a position to decide the future course of policy to be pursued.

I make this request with the more confidence as your Lordship will perceive that the inquiry about to be instituted will prevent me, as well as the Chiefs and gentlemen of Sarawak, from acting in defence of the lives and property of innocent people.

Promptitude may avert this impending calamity, and it would indeed be sad if the Serebas and Sakarrans should demonstrate their piratical character by shedding the blood of the inhabitants who repose on the faith of the measures pursued by this country.

The Commission should now commence its duties without delay, in justice to the natives and to myself, so that life and property and trade be not perilled by uncertainty and procrastination. I am convinced that it is my duty, under the circumstances that I have detailed, to waive every personal consideration and to further the Commission, without insisting on any of the propositions I have mentioned in a preceding despatch, excepting such as are essentially requisite for attaining the ends of justice.

I shall therefore be ready to receive the Commissioners at any time; and there now exists no cause to hinder their leaving Calcutta immediately.

Sir James Brooke to the Earl of Clarendon.

My Lord, *Singapore, May* 20, 1853.

The false and hostile intimations ralative to the proposed Commission prematurely conveyed to the public papers by the persons honoured with the confidence of Her Majesty's Government, have produced a corresponding spirit in this Settlement amongst the agents and supporters of the small faction in England represented by Mr. Hume.

I consider it necessary, in consequence, to intimate to your Lordship that such an inquiry as I proposed in my despatch of the 4th of April last, will be conducted in this place in an unfair and rancorous manner, and that Her Majesty's Government must therefore be prepared to meet the heavy expenses which will necessarily be incurred, and to produce witnesses, whether from England or other quarters of the globe.

The facts, so far as I am concerned, are to be found in Borneo alone; but the guilt of Mr. Hume and his accomplices can only be established in this Settlement or in England.

I desire to add that, in devoting myself to this inquiry in any form it may please the Government to adopt, I claim the payment of every expense, whether legal or personal, which it may entail.

I have, &c.
(Signed) J. BROOKE.

Lord Wodehouse to Sir James Brooke.

Sir, *Foreign Office, August* 13, 1853.

I am directed by the Earl of Clarendon to acknowledge the receipt of your letter of the 20th of May last, stating that if the inquiry about to be instituted as regards yourself takes place at Singapore, it will be conducted in an unfair and rancorous manner; and I am in reply to transmit to you the accompanying copy of the letter addressed by the Earl of Clarendon to Sir Charles Wood on the subject of this inquiry, from which you will perceive that it is intended that the Commissioners should not be limited to Singapore as the place of inquiry, but, if necessary, should proceed for that purpose to Labuan and Borneo.

As regards your claim for the payment of every legal or personal expense which the proposed inquiry may entail, I am to observe to you that it will be for Her Majesty's Government to determine, when the proper time arrives, what expenses shall or shall not be paid.

I am, &c.
(Signed) WODEHOUSE.

Sir James Brooke to the Earl of Clarendon.

My Lord, *Sarawak, October* 10, 1853.

I have to acknowledge the receipt of Lord Wodehouse's letter of the 13th of August. Although I claim from Her Majesty's Government the expenses, whether direct or indirect, which this Commission may entail, I shall not permit any pecuniary considerations to delay the inquiry.

I must, however, point out to your Lordship that Lord Wodehouse's letter is no answer to my communication of the 20th of May last; and I must, therefore, refer to the statement to which no reply has been given,—"Her Majesty's Government must be prepared to produce witnesses, whether from England or other quarters of the globe."

Is it the intention of Her Majesty's Government to put me on my trial without allowing me to call the witnesses necessary for my justification?

I have, &c.
(Signed) J. BROOKE.

Sir James Brooke to the Earl of Clarendon.

My Lord, *Sarawak, September* 24, 1853.

I have the honour to resign into your Lordship's hands the appointments which I hold in the public service.

I beg further to convey to your Lordship the assurance of my continued desire to advance the interests of England in this country, so far as may lie in my power.

I have, &c.
(Signed) J. BROOKE.

Sir James Brooke to the Marquis of Dalhousie.

My Lord, *Sarawak, September* 30, 1853.

I have received through a private channel the instructions issued by the Earl of Clarendon for your Lordship's guidance in appointing a Commission of Inquiry into my position and conduct.

As it will probably take me some time to consider the voluminous documents forward to your Lordship in support of Mr. Hume's charges, it may be a convenience to the public service to send me the charges themselves, with the three volumes of papers referred to in the last paragraph of Lord Clarendon's despatch.

I claim likewise, as an act of justice, a list of the witnesses who are to support the charges and assertions advanced by Mr. Hume; as I conclude, on the principle of English equity, that no charge can be made, and evidence subsequently sought for.

I entertain a sincere desire to advance the inquiry; but, nevertheless, I may request your Lordship to ascertain whether the instructions of Lord Clarendon are in accordance with the recorded declarations of the Earl of Aberdeen, Viscount Palmerston, and Mr. Gladstone, the acts of the late Sir Robert Peel, or the testimony which Earl Grey will offer when called upon for his evidence.

I may add, likewise, that I should wish the Commission to be furnished with the volumes of Hansard, of the sessions of 1848, 1849, 1850, 1851, 1852, and 1853, as I may not be able to procure them in Singapore, and must refer largely to them in my defence.

I have, &c.
(Signed) J. BROOKE.

[A No. 1. Handed in by Sir James Brooke, September 22, 1854.]

Sir James Brooke to Sir John Pakington.

Sir, *United Service Club, July* 1852.

Without any desire to renew a controversy with the Directors of the Eastern Archipelago Company, I consider it due to myself to lay before you a summary of my own proceedings in relation to that body.

In 1816, I declined a large fortune offered me as the price of my participation in the scheme.

In August 1848, I thought it necessary to demand from Mr. Henry Wise, the irremoveable Managing Director of the Company, an explanation of his agency of my affairs; Mr. Wise refused to my solicitor the explanation required; and in consequence all communication between us ceased. On resigning his agency he set up some claims, which, guided by my legal adviser, I left to be decided in a court of justice.

This was the "private dispute"—if it can properly be so called—which has recently been insisted upon as having created a hostile feeling on my part; and I may leave to your decision, whether it was of a nature likely to influence my public conduct, or to induce me to impede the success of a Company the objects of which I considered important in a national point of view.

In 1846, I gave in a private letter the rough translation of a grant I had

just obtained from the Sultan of Borneo, for working the coals along 150 miles of coast; and an official translation of the deed was subsequently made in Singapore, without my attention having been attracted to the discrepancy between the two renderings of this document.

In 1847, with the consent of Government, this deed was gratuitously made over to Mr. Wise, and afterwards sold by him to the Eastern Archipelago Company for a large sum of money.

In a letter, dated June 2nd, 1848, previously to my having demanded an account of his agency, I acquainted Mr. Wise with my objection to the exclusive claim over this coal, asserted in the prospectus of the Company; on August the 19th, Mr. Wise stated his view of the matter, and forwarded me the translation made in Singapore; and on October the 18th of the same year, I replied, "that as the translation was clearly in his favour, and an official one, I was quite content, having given my impression, to say no more on the subject; excepting that, should it ever come to a question, it must be decided by the wording of the original document."

After a lapse of nearly two years, having been applied to by the Sultan, and perceiving that the grant in practice was not only an exclusive but an obstructive one, I submitted the question to Lord Palmerston in my despatch of July 20th, 1850, in the following words: "Your Lordship will likewise readily decide whether the deed be an exclusive grant of all the coal, or only a limited permission to work it; and likewise whether the Company can close the coal, neither working it themselves nor permitting others to do so."

My despatches of the 24th of November, 1851, addressed to Lord Palmerston, and of the 2nd January, 1852, to Lord Granville, again brought this subject to the notice of the late Government, and Her Majesty's present Ministers will judge whether this reference of a doubtful point to a higher authority is to be considered a breach of public duty, or in any way injurious to the interests of the Company.

On the 10th January, 1850, Mr. Henry Wise, the Managing Director, in a letter addressed to Mr. Hawes, the Under Secretary of State in the Colonial Department, urged "how essential it was to the interest of the Company that the most liberal and generous protection, countenance, support, and assistance should be extended to it by Her Majesty's Government, but especially so far as regarded the acts of the local officers; and he expressed a hope that Lord Grey would visit the withholding of any such aid and encouragement with his unequivocal disapprobation; and without intending (he added) to make any specific complaint on that occasion, he called attention to Mr. Motley's communications, and the impression entertained by that person, of a want of the fostering aid to which he (Mr. Wise) had alluded."

A reference to the communication mentioned, shows that Mr. Motley, whilst he complained against the Lieutenant-Governor, the Surveyor-General, the operation of the laws, and the want of military and police protection, bears testimony to my having, unasked, assisted the Company by raising the price of coal; and it may therefore be concluded that the want of fostering aid, which was not specifically complained of, could not refer to my acts, excepting in a very general and remote sense.

On the 25th June, 1850, Mr. McGregor, the Chairman of the Company, called Lord Grey's attention to a complaint made by the same Mr. Motley, against the operation of the Opium and Spirit Ordinance at Tanjong Kubong; and after a lengthened correspondence, the proceedings of the local Government in this transaction were approved by Lord Grey, in his despatch of the 15th April, 1851.

On the 22nd July, 1850, having been applied to by the Chamber of Commerce of Singapore, I had expressed an opinion on the conduct of the mining operations carried on by the Company in Labuan. Mr. Lindsay (who had succeeded Mr. McGregor as Chairman) on the 10th December following, in a letter addressed to Mr. Hawes, complained of the statement I had made as being at variance with the facts, and injurious to the interests of the Company, emanating as it did from the Governor of Labuan, "from whom they had a claim to expect support and cooperation, rather than that spirit of hostility to which the Directors had been so frequently compelled to draw Lord Grey's attention, and of which this merely afforded another instance."

This complaint, together with the misrepresentations which accompanied it.

Lord Grey did not consider of sufficient importance to refer to me for refutation; and on the 9th October, 1850, his Lordship in his confidential despatch had already written that he concurred with me "in regarding it as a great evil that the Company had failed to prosecute more vigorously the enterprise which it had undertaken."

The charges advanced against Lieutenant-Governor Napier are noticed in my confidential despatch to Lord Grey of the 27th April, 1850, and I believe conclude the list of complaints, whether general or individual, made by the Directors of the Company against the local Government.

The vague and often trivial nature of these complaints, with the solemn and exaggerated language in which they are clothed by the Directors, may be judged of by a reference to the correspondence laid before Parliament; no private motives, whether of ambition or cupidity, were imputed to myself or to the officers of Government; and I am fully justified in saying that in no single instance has a complaint been proved to be well founded, or met with the sanction of Her Majesty's Secretary of State.

My own proceedings in relation to the Company's affairs merit a recapitulation, as demonstrating my views and my sincere desire to raise the Company in order to enable it to carry out the objects contemplated by the charter.

In May 1849 I authorised, on my own responsibility, a temporary increase of the price of coal, from 11*s.* to 20*s.* per ton, "as an encouragement to the Company at the outset of the undertaking."

In my despatch to Lord Grey of the 18th December, 1849, I stated that taking into consideration all the circumstances, "the encouragement which it was desirable should be afforded to the operations of the Company; the local advantage likely to accrue when the mines should be effectively worked; the greater national advantage which must attend a command of coal in those seas; and, above all, that the agreement with Mr. Wise did not provide for the transport of the coal to the beach, or its being conveyed alongside Her Majesty's vessels;" I ventured to express an opinion that an advance of price from 11*s.* to 14*s.* per ton, for all coal supplied for the use of Her Majesty, would not only be equitable but highly liberal on the part of Government.

In a despatch from Lord Grey, dated January 24, 1850, his Lordship acquainted me that "it had been recently represented that the agents of the Company employed in Labuan had not received on all occasions from the Lieutenant-Governor that amount of support and encouragement for which they had hoped;" and whilst these representations were thus irregularly made through the Directors, Lieutenant-Governor Napier had assisted the Company by an advance of money from the public treasury, and thus prevented the stoppage of their works.

In a despatch dated the 9th January, 1850, I had the honour to inform Lord Grey that "the two great obstacles to advancement were the want of European enterprise, and the dilatory proceedings of the Eastern Archipelago Company;" and whether or not I entertained any feeling inimical to the success of the Company, may be judged from the following extract from the same communication: "I attach (I then wrote) so high an importance to the efficient working of the coal mines of Tanjong Kubong, that your Lordship will pardon me for urgently recommending that, if feasible, Her Majesty's Government should afford every encouragement to the Company, in order to enable it to fulfil its agreements; or should this be found impossible, at once to crush it as a useless impediment to local and general improvement, and allow others to perform what it has failed in."

In consequence of the information I had received of the disgraceful occurrences in England, and the part taken in them by some of the Directors of the Company, I thought it necessary, not long after the recommendation above quoted, to address to Lord Grey my confidential despatch of the 24th July, 1850. I informed his Lordship that my relations with Sarawak, as well as the official control with which I was entrusted at Labuan, "rendered an entire and mutual confidence between the Company and myself necessary to the public good." "So far however (I wrote) from this being the case, that one of the officers of the Company has publicly expressed his want of confidence in me; a second entertains an undisguised hostility; and I, at the same time, look with distrust and suspicion on the character and conduct of the Company, under such management."

"Such a state of affairs (I conclude) is to be deplored, and if possible to be averted; and on leaving the question for your Lordship's consideration, I need only say, that it is probable that arrangements might be made to raise the Company to efficiency, and at the same time to restore that confidence, both as respects the public and myself, which is at present wanting.

"I scarcely need assure your Lordship of my sincere desire to advance the objects contemplated by the charter, and it is for this purpose alone that I have now so freely stated my views and feelings on the subject. Procrastination is dangerous; but want of confidence, and the collision, open or secret, which it is sure to entail, must be attended by worse consequences."

Lord Grey, in his reply dated the 9th October, 1850, concurred with me that the failure of the Company to prosecute more vigorously the enterprize which it had undertaken was a "great evil;" but his Lordship added that he "did not see that any means could be adopted to meet that evil beyond taking care to enforce on the Company a due performance of the covenants of their charter, and not to allow any extension of its privileges beyond what could be legally claimed."

On my part, during the entire period of my administration of the Government of Labuan, I have stated my suspicion that the Company was not possessed of the requisite capital to carry out the objects contemplated by the charter; I had urged upon Her Majesty's Ministers the advantages to be derived from the efficiency of the Company, and had recommended that every encouragement should be afforded to it; I had pointed out the consequences of collision, open or secret, where an entire confidence was necessary to the public good; and I had expressed my wish for an arrangement which should restore that confidence without which success was impossible. I could do no more towards attaining the good I desired, or averting the evil which I anticipated, and at the close of the year 1850 I temporarily resigned my office on account of continued ill health, and reached England in May 1851.

The prosperity of Labuan, and in every probability the future destiny of Borneo, depended upon a satisfactory and conclusive solution of a question which threatened the worst consequences of antagonism fostered among a people too ready to appeal to the arbitration of the sword.

Further information relative to the intrigues of the Company I have the honour to inclose. I desired peace, but I demanded safety; and to attain these objects, in August 1851, I offered, through Captain Bethune, to forgive and forget the past, and to cooperate with the Company for the future, provided the irremoveable Managing Director, in his public capacity, retracted the public accusation he had advanced against me to the Prime Minister, and which, after the fullest discussion, had been rejected by overwhelming majorities of the House of Commons.

I mention this fact because a public allusion has been made to this private correspondence.

It was not, however, until this reasonable guarantee for my future security had been refused, that I laid before Her Majesty's Ministers, in my despatch of the 24th November, 1851, the proofs of the inefficiency of the Company and the delinquency of some of its members. In my despatch of the 10th April, 1852, addressed to Lord Desart, further proofs were added, and I then submitted to the judgment of Her Majesty's Government "the moral baseness which originated, and the political mischief which must result from, the mean and iniquitous machinations of the Company."

I contended that, on questions affecting the public service and the interests of the Company, the body corporate must be held responsible for the acts of its managers and of its subordinates; and that the Directors of a Company, where public measures are concerned, cannot assume a corporate capacity at one time, and an individual right of action at another, as may best suit their purposes. It is no longer necessary to insist on this responsibility; but I have yet to learn, that to avert a great evil by an appeal to Government, or to expose a great iniquity by a reference to facts, is to be considered a breach of duty in a public officer.

To the close of the year 1851 I had endeavoured to avert the ruin of Labuan, and the more disastrous consequences attendant on direct collision between the Company and myself, by laying before Her Majesty's late Government a full statement of the facts of the case. It appeared, however, from

Mr. Frederick Peel's letter of the 7th January, 1852, that Lord Grey had considered "my allegations with respect to the Eastern Archipelago Company, but his Lordship could not find that the Company had been guilty, on my statement, of any violation of the terms of their charter, such as to require or justify the interposition of Her Majesty's Government."

As the serious evils complained of and allowed were not remedied by this decision, and as proof of the violation of the charter seemed to be the only means of arriving at a peaceful settlement of the question, I procured an authenticated copy of the deed of settlement, and from this document I first became aware of the fraudulent character of the Company. I consulted competent legal authorities on the subject, and guided by their advice, as the open and manly course, I became the prosecutor in the case, in my character as a public officer deeply interested in the success of Borneo, and as an honest man bound to expose so gross and so dangerous a breach of public trust and of private morality.

The verdict of a jury has justified the measures which I adopted, and the consequent repeal of a charter which has been thus abused, will be a benefit to the public generally, and to Her Majesty's Settlement in particular.

Beyond a simple denial, I need offer no comment on the charges recently urged against myself by these dishonoured gentlemen, who, to conceal the fraud they had themselves committed, accused me "of having, for my private purposes, made an unscrupulous use of my high position;" and now to divert attention from their guilt, and their conviction, have charged the officers of the Board of Trade with being participators in their offence.

Although Sir Stafford Northcote and Sir Denis Le Marchant were present during the trial in the Queen's Bench, the defendants on that occasion did not call for their testimony to establish their present assertion; and a reference made to these gentlemen will satisfy Her Majesty's Government whether the responsibility of the false certificate endorsed on the charter does or does not rest solely on the five Directors who signed it.

A judgment may now be formed upon this subject from Sir Stafford Northcote's letter to Captain Bethune of the 30th of last June, and published in the Company's annual report.

From this statement it appears that one or other of the Directors inquired of Sir Stafford Northcote whether it would be correct to include the property of the Company in the return of capital paid up. Sir Stafford Northcote referred to Sir Denis Le Marchant, and property, the value of which was known, or which could readily be estimated, having been substituted for capital in the case of the Peninsular and Oriental Steam-Packet Company, the same privilege was extended to the Eastern Archipelago Company. Sir Stafford Northcote concludes by saying, that "whether they were right or wrong in allowing the property to be reckoned as part of the capital, they certainly did it with their eyes open."

Whether it was right to substitute property for capital, or whether the case of the Eastern Archipelago Company was analogous to that of the Peninsular and Oriental Company, may indeed be questioned, but certainly is not the point at issue in the present discussion; for had the Company been possessed of the property which it was represented by the five Directors to be possessed of, and had this property been of the value of 46,000*l.*, to meet the stipulation in the charter, the blame attached to the transaction would have rested with Sir Stafford Northcote and Sir Denis Le Marchant, as well as with the Directors.

The question, however, to be decided, was not whether property was to be substituted for capital, but on the contrary, whether no property was to stand in the place of no capital; and in this case the five Directors preluded the false certificate by a verbal falsehood, that the Company had property; the truth and the fact being, as they well knew, that the property which they represented to Sir Stafford Northcote as belonging to the Company had not been paid for, and was not property in any legitimate sense; the 46,000*l.* which was the imaginary value set upon this property, being then due to Mr. Wise, and to this day not paid up.

Thus, having run into debt to the extent of 46,000*l.*, and in return having acquired a nominal property, asserted to be worth that sum, the five Directors represented the Company as being actually possessed of property to that amount, which property was substituted for the paid-up capital required by the charter; and the Board of Trade having been deluded by this mendacious pre-

text, the false certificate was given, that 50,000*l.* at the least had been paid up, when the Company had only 5,000*l.*

As I have before suggested, a reference to Sir Denis Le Marchant and to Sir Stafford Northcote will at once assure Her Majesty's Government of the truth; and whether these gentlemen were deceived, as I have maintained, or whether, with their eyes open, they countenanced such a proceeding as I have described, the character of the transaction cannot be altered, or the responsibility of the five Directors lightened.

The summary I have now drawn up, of the various transactions relative to this Company, will, I believe, demonstrate the real causes of the evils and dissensions which have occurred, to the detriment of the Settlement of Labuan, and the destruction of our policy in the Eastern Archipelago.

Her Majesty's Ministers will, I entertain no doubt, take the requisite steps to remedy the present disastrous state of affairs; and should a case be shown to warrant a Parliamentary investigation of the occurrences in Labuan, there could be no objection to such a course on my part; although I am bound to add that without just and sufficient grounds for the procedure, to yield to a wrong-headed pertinacity, or to the recriminations of fraud, would be an injustice, not only to myself, but to the public service.

I have, &c.
(Signed) J. BROOKE.

In the matter of the application to the Board of Trade for a new Charter for "The Eastern Archipelago Company."

To the Lords of the Committee of the Privy Council for Trade.

The memorial of Sir James Brooke, K.C.B.,

Showeth,

That a memorial has been presented to your Lordships by certain persons who were shareholders in the late Eastern Archipelago Company, praying for the grant of a Charter to form another Company, to be called by the name, and being virtually a continuance, of the former Company.

Your memorialist submits to your Lordships that no such Charter ought to be granted.

In order to render intelligible the grounds of your memorialist's opposition to the said Charter, it is necessary to revert briefly to the part which he has from time to time taken with reference to the former Company.

The circumstances under which your memorialist originally visited Borneo, and afterwards became the Ruler of the State of Sarawak, are too well known to render necessary any recapitulation.

Mr. Henry Wise, who took a prominent part in the formation of the late Eastern Archipelago Company, was a partner in various mercantile houses, which were successively employed by your memorialist as his agents in England for the purpose of making him remittances, and other similar matters of business, including, for some time, the realization in England of the antimony ore, which formed a considerable part of the revenue of Sarawak administered by your memorialist as Ruler thereof.

The said Henry Wise took, or professed to take, great interest in your memorialist's proceedings in Borneo, and from time to time expressed to your memorialist his great desire to assist him in his undertaking, and communicated on his behalf with Her Majesty's Government.

Under these circumstances, considerable correspondence took place between your memorialist and the said Henry Wise, as to the best mode of carrying out, from time to time, your memorialist's views and objects of ameliorating the condition of the native population of Borneo, particularly as regarded those matters with which the said Henry Wise was most conversant, viz., the introduction of British commerce and manufactures.

The said Henry Wise expressed to your memorialist his opinion that it was desirable to form a public Company; and although your memorialist's views on the subject varied from time to time with circumstances, yet he ultimately

acceded to the view that the formation of such a Company as it was represented to your memorialist the Eastern Archipelago Company would be, would tend both to the benefit of English commerce, and also the opening of the trade of the Island of Borneo, and the consequent amelioration of the natives. Your memorialist had also the opportunity, and procured from the Sultan a grant of the right of working coal on the mainland of Borneo beyond the territory of Sarawak; and your memorialist and the said Henry Wise both agreed that the working of such coal would tend greatly to the developing the resources of the island.

The said Henry Wise considered that the formation of the said Company, and the working of the said coal, would prove of considerable pecuniary benefit to the parties who engaged in it; and he also considered that, inasmuch as such profits were something altogether distinct from the revenue of Sarawak—of which your memorialist was then the Administrator on behalf of the State, there was nothing objectionable in your memorialist, as well as the said Henry Wise, personally sharing in such profit. Your memorialist, however, was of a different opinion as regarded himself, for the reasons stated in the following extract of a letter written by him to the said Henry Wise, and dated the 1st of March, 1846: "I have, during the past month, given the most serious attention to my present position, and to the line of conduct which it is incumbent on me to pursue; and I have endeavoured in all sincerity to arrive at such a conclusion as to satisfy my own mind. The result is, that I consider I cannot, directly or indirectly, make any profit beyond what I have already stated, more especially from any Company which may hereafter be formed to work the coal of Bruné, and to develop the resources of the various rivers. You may rightly reap an advantage from this or any other enterprise of a similar description; but so essentially different is the position in which I am placed, that I could not do so without the loss of reputation, not only in the opinion of the world, but likewise in my own estimation. I am pledged to the good government of Sarawak; and I am bound not to risk the welfare of this people from any motives, whether of cupidity or ambition. Should I therefore consent to include Sarawak in an enterprise embracing many objects, and sell the rights I have acquired to a Company, it would in fact be to hazard the prosperity and quiet which exist here on a project which might fail in its numerous ramifications, both in conception and execution. It would be to exchange certainty for uncertainty—happiness for money. For nearly the same reasons, the same conduct must be pursued regarding the profits which I might derive from the coal of Bruné; for, taking into consideration my friendship for the Rajah and Budrudeen, and the entire confidence they place in my integrity, my duty is plainly to reap for them this golden harvest which you offer to me, whether it be through a Company or through an individual. The only safe basis for working the coal-mines of Bruné will be by amply remunerating the Rajahs; and provided at some future time the authorities there should grant you the right of working coal at a stated yearly rent for a limited term of years, and that you should resell this right to a Company, any profits which may accrue as my share, which you assure me will be vast, I make over to my Bruné friends. I repeat again that I can in nowise participate in profits which may arise out of the formation of a Company, or any other project started in England; for it is incumbent on me to continue independent, in order to judge correctly the measures calculated to benefit this country, and a correct judgment is only to be formed when all prospects of pecuniary advantage have been discarded, except such as flow naturally in the course of time and improvement."

With reference to the grant of coal, which your memorialist had obtained from the Sultan, your memorialist thought it was his duty first to offer the same to Her Majesty's Government; but such offer having been twice made and declined, your memorialist believing that he was under great obligations to the said Henry Wise for services rendered by him to your memorialist, and which the said Henry Wise was constantly pressing upon your memorialist, and being ignorant of the various deceptions which had been practised upon him by the said Henry Wise, acceded to the urgent requests made to him by the said Henry Wise, and by letter dated October 6, 1847, made over the said grant to the said Henry Wise.

Your memorialist so made over the benefit of the said grant to the said Henry Wise, with the intention that, according to the statements which had

been from time to time made to him on the subject by the said Henry Wise, the said coal should be worked by a powerful Company, who would have sufficient capital to bring about the results contemplated by your memorialist; and the said Henry Wise from time to time stated to your memorialist various steps taken by him for the formation of such Company, and always spoke of the same as about to be formed by large capitalists. The following are passages from some of the letters of the said Henry Wise with reference thereto:

"September 24, 1846.

"As I shall have the assistance of capitalists here, I do not quite despair of securing some of the advantages to be derived from working the Borneo coal."

"October 27, 1846.

"I observe you have formally concluded with the Sultan the arrangements for working the Borneo coal. The renewed assent of the Government, which you appear to think requisite, I have officially applied for; but I confidently hope that you will not further delay placing me in a position to commence, with the assistance of the powerful Company alluded to, the requisite operations."

"March 25, 1847.

"You are quite correct in considering that capital, and that to a large amount, is required to properly develop the resources of Sarawak, or any other part of Borneo. The Charter in question empowers the parties to raise, in the first instance, 200,000*l*., or to extend that amount to 400,000*l*., and to borrow, if requisite, a further sum; so that capital, and the security that the employment of several discreet European overseers at Bruné will afford, added to the physical force stationed at Labuan for the protection of British interests and the due observance of Treaties, removes, you must admit, many of the difficulties which you occasionally refer to as likely to impede or embarrass the national and important operations now under discussion."

Your memorialist, being misled by these representations, and others of a similar character, supposed that the Eastern Archipelago Company, for which the said Henry Wise had obtained Her Majesty's Charter on the 17th day of July, 1847, was a Company of the description which the said Henry Wise asserted it to be; and he accordingly did all in his power to further the interests thereof; in particular, in the year 1849, he used his power, as Governor of Labuan, to secure the said Company the payment of 20*s*. a-ton by Government for coal supplied by them instead of 11*s*., which was the contract price.

It soon, however, became apparent, from the limited extent of their operations, that the Company could not really possess the amount of capital which the said Henry Wise had led your memorialist to suppose would be the case; and this led to your memorialist making further inquiries on the subject, and ultimately to a discovery of the several matters, upon proof of which the said Charter was declared null and void by the Court of Queen's Bench, in a *scire facias*, upon the prosecution of your memorialist, on the ground, as stated by the Judges, that its members had abused the privileges of their Charter, and committed a fraud upon Her Majesty and the public. Your memorialist has incurred considerable expenses in prosecuting such *scire facias*, the defendants therein having carried the judgment up to a Court of Error.

The principal ground upon which this judgment proceeded, was the following: By the Charter it was provided that the capital of the Company should be 200,000*l*., and that half of that capital, or 100,000*l*., should be subscribed for, and one-fourth of the capital, or 50,000*l*, paid up within twelve months from the date of the Charter. And it was further provided that the Company should not commence business until a certificate, signed by three of their Directors, that such sum of 100,000*l*. had been so subscribed for, and such sum of 50,000*l*. so paid up, was deposited with the Board of Trade. In fact, only 4,000*l*. of the said capital was paid up at the expiration of twelve months from the date of the said Charter, or for a considerable period afterwards; but nevertheless five of the Directors signed and deposited with the Board of Trade a certificate that 50,000*l*. had been paid up, and thereupon commenced business.

Such conduct is thus characterised by some of the Judges who decided the case.

By Mr. Baron Martin:

"The Charter was for the purpose of enabling a corporation to trade; and it provided that, before any trading was commenced, 50,000*l.* of the capital should be paid up, and a certificate to that effect delivered by the Directors to the President of the Board of Trade. These provisions were, in my opinion, of the utmost importance; the actual payment of so large a sum as 50,000*l.* was eminently calculated to prove the honesty and *bonâ fides* of the enterprise, and to justify the Crown in granting to certain individuals the extremely valuable privilege of trading with a limited responsibility, without conferring upon them a very considerable advantage over the other of its subjects who might engage in the same trade. It would also afford to persons entering into contracts and doing business with the Company, a present and tangible fund for the performance of its engagements; and the certificate to the Board of Trade would naturally satisfy every one that this sum had been really paid up. Now the record shows not merely that this sum was not paid when the Company began to trade, but that the Directors knowingly delivered to the President of the Board of Trade a false certificate that it had been so paid. In my opinion, such conduct amounted to a gross abuse and misuser of the privileges conferred by the charter, and that, quite independent of the form of language in which it is framed, the Corporation so conducting itself by its governing body, forfeited the franchise conferred upon them. It was a proceeding in direct defiance of the provisions of the charter, accompanied by a wilful false statement to the President of the Board of Trade in regard to a matter which the charter required to be stated with truth. I have had some doubt whether the misuser or abuse should not have been distinctly, and in terms, averred in the writ as such; but, after much consideration, I am satisfied that this is a matter of law, to be taken judicial notice of by the Court; and as it appears upon the record that the Company commenced trading without 50,000*l.* being paid up, and that the Directors falsely, to their own knowledge, certified to the Directors of the Board of Trade that it had been paid, I think I am bound to take judicial notice of these facts, and they, in my judgment constitute such an abuse and misuser of the charter in point of law as to entitle the Crown to have it declared forfeited and repealed by *scire facias.*"

By Mr. Justice Talfourd:

"The conditions, which in this case were broken, relate to rights and liabilities of high public importance—conditions directly affecting the rights of all parties who might deal with the Company in their corporate capacity, on the faith of their having in hand, at the time of their commencing business, the stipulated subscribed capital of 50,000*l.*; and the truth of the certificate, which, being made, would afford sufficient evidence of the facts certified, directly affects all strangers by its falsehood. * * * *
In considering the effect of the conduct of the Directors in certifying falsely to the Crown, I regard the commencement of business without a true certificate as a breach of the express conditions, not as an independent abuse of the franchise, and to certify must, I apprehend, mean to certify truly; therefore I do not found my opinion on the position which, if the charter were silent on the subject, I should be prepared to maintain, that the falsehood of the certificate was itself an abuse of the franchise that would work a forfeiture of the charter."

By Mr. Baron Parke:

"The fraud on the Crown by giving a false certificate."

By Chief Justice Jervis:

"It is said that the certificate being false is, in legal effect, no certificate, and that, therefore, the Company began to trade without the necessary paid-up capital, and also without a certificate that it was paid up. I agree that the falsehood vitiates the certificate, but, in my opinion, it has another and more serious effect upon the charter itself: it is a falsehood stated to the Crown by the Directors in their corporate capacity, professing to act under the charter, and is an abuse of their franchise."

Your memorialist is not ignorant of the excuse by which those gentlemen

who appended their names to this untrue certificate, endeavour to palliate their offence, namely, the allegation that they were misled by Sir Stafford Northcote, the legal adviser of the Board of Trade; and they say further that, as the circumstances under which they signed the certificate were not given in evidence upon the trial of the *scire facias*, therefore the comments of the judges upon their conduct ought to have no weight.

But why were not the circumstances given in evidence? Sir Stafford Northcote and other parties were in Court on the trial, and might have been examined, but the defendants, the Eastern Archipelago Company, deliberately declined to call him as a witness on the following ground, as stated by themselves in their petition to the Lord Chancellor, and sworn to in the affidavit of Mr. Wise:

"On that occasion no evidence was produced to the jury of the circumstances hereinbefore stated, with respect to the sanction given by the Board of Trade to the proceedings of the Directors as to certifying the payment of the required proportion of capital in consequence of the advice of the said Company's counsel, who considered that the case of the Company would be sufficiently established without such evidence, and was desirous of avoiding the effect of a reply."

It requires no great penetration to see that the advice given by their counsel to the defendant was that, if Sir Stafford Northcote was subjected to the oral cross-examination which calling him would involve, his evidence would only render their case worse, and that therefore they determined to trust to *ex parte* statements, to be afterwards made by them, of what had passed in conversation with Sir Stafford Northcote on occasions when there would be no power of cross-examination, rather than to the full disclosure which must necessarily have resulted if they had then placed him in the witness-box.

Before entering into a more minute consideration of this alleged excuse, which your memorialist has never had the opportunity of doing (for on the occasion of hearing the petition to stay proceedings on the *scire facias* before the Lord Chancellor, his Lordship stopped your memorialist's counsel by deciding that he had no jurisdiction in the matter), there is this further remark to be made upon it, namely, that the Board of Trade had really no official duty in the matter, except that of receiving the certificate in the form prescribed by the charter. It was no part of their official duty to advise the Directors of the Company what would be, or what would not be, a compliance with the terms of the charter, nor to make any alteration in the form of the certificate, and it is for this reason that the communications between the persons acting on behalf of the Company and Sir Stafford Northcote were not in writing, that they were not official, and that no minute of them was kept; and that the whole excuse resolves itself into something that Sir Stafford Northcote said in an official conversation, without the documents before him or the facts fresh in his mind, and which the parties construed in accordance with their own interests.

This is evident when the question which the Directors of the Eastern Archipelago Company wish to be inferred, was presented by them to Sir Stafford Northcote, and answered by him in the affirmative, is fairly and distinctly stated. The facts of the case are these: at the period in question 4,000*l.* only had been paid up by shareholders in respect of their shares, but the following agreement had been signed by Mr. Wise and by Alexander Nairne, Sir John Pirie, Hugh Hamilton Lindsay, John Macgregor, and Charles Ramsay Drinkwater Bethune:

"Eastern Archipelago Company.

"Her Majesty's Government, on the 31st day of January, 1848, concluded an agreement with Henry Wise, of No. 3, White Lion Court, Cornhill, London, merchant, for a lease of coal and land on the Island of Labuan, subject to a certain rent, and to certain conditions therein expressed.

"The Sultan of Borneo, on the 23rd day of August, 1846, granted to Sir James Brooke, the Rajah of Sarawak, or his assigns, the whole of the coal in the country extending from Meng Kubong to Tangong Baram, a district of about 150 miles on the mainland of Borneo, in the vicinity of the Island of Labuan, subject to a certain rent therein mentioned; this grant Sir James Brooke has transferred to Mr. Wise, who now holds the same, with the approval of Her Majesty's Government.

"For several years Mr. Wise has devoted himself to the investigation, discovery, collection, and arrangement of data and materials for effecting the

objects of this Company, and during that time he has made personal researches in Borneo and Labuan; has conducted important communications with Her Majesty's Government, and with influential mercantile individuals in this country; has been laboriously occupied in successfully (after many difficulties) calling the attention of Her Majesty's Government to the importance of establishing a British Settlement at Labuan, which has been at last accomplished, mainly through Mr. Wise's efforts. He has also used great exertions in getting up this Company, and has obtained the Charter of Incorporation thereof, which passed the Great Seal on the 7th day of July, 1847.

"For the considerations herein mentioned, Mr. Wise agrees to grant to this Company, on its complete formation, in compliance with the terms of the said charter, for the term of twenty-one years from the 1st day of July next, his interest under the said agreement for a Crown lease, and also the right of working the coal on the mainland of Borneo above mentioned, subject to the payment, performance, and observance of the several rents, conditions, and stipulations expressed in the said agreement with the Crown, and in the said grant from the said Sultan as aforesaid. And in consideration of such grant by the said Henry Wise, and of the efforts, labour, and services bestowed and rendered by him as above mentioned, and of the premises, it is agreed as follows:

"Mr. Wise to be one of the Managing Directors of the Company, irremoveable, except by a general meeting of the shareholders, for misconduct or incapacity. Mr. Wise to be paid 6,000*l.* within four calendar months next after the complete formation of the Company in compliance with the terms of the said charter, and also the annual sum of 3,000*l.* every year during the first ten years of the existence of the said Company, or during so many years of such ten years as the said Company shall exist, the first of such annual sums to be paid on the expiration of one year from a complete formation of the Company as aforesaid. Mr. Wise to receive 100 shares in the Company, and every call from time to time, as the same shall be made on each of these shares, is to be paid up out of the capital of the Company; and Mr. Wise is also to receive 2*l.* 10*s.* per cent. on the amount of all dividends and of every bonus to be made by the Company, provided that no such per-centage shall be payable in any case or at any time where and when the amount of such dividends and bonus shall be less than 7*l.* 10*s.* per-centage of the Company's capital; the above-mentioned moneys, shares, and per-centage to be considered as in payment on the purchase of Mr. Wise's interests in the charter, and for the grant by Mr. Wise for the said term of twenty years, as before mentioned, of his interest in the said agreement with the Crown, and of the said right of working coal on the mainland of Borneo aforesaid; and as a remuneration for his services, and the premises already rendered as before stated, Mr. Wise to receive, over and above the before-mentioned moneys, shares, and per-centage, as his salary as one of the Managing Directors, 800*l.* per annum, and also 2*l.* 10*s.* per cent. on the amount of all dividends and of every bonus to be made by the Company, such per-centage not exceeding in any one year 1,000*l.*; so that Mr. Wise's salary in the whole, over and above the said first-mentioned moneys, shares, and per-centage, shall not in any one year exceed 1,800*l.*; Mr. Wise to assure the Company the aforesaid interest and premises for the said term of twenty years, so far as he is able to do so, but he is not to be responsible beyond his own wilful neglect or default. During the existence of the Company, and of Mr. Wise's employment as one of the Managing Directors aforesaid, he is to give his best services to the affairs of the Company. At the expiration of the term of twenty years, or on the earlier dissolution of the Company, Mr. Wise's interests, grants, and rights to revert to him or his representative."

Before proceeding further, some points are to be noticed on this agreement: first, the laboured manner in which it is expressed that the large sums received by Mr. Wise under the agreement are payable to him, not merely for the grants of coal, but for his services and expenditure, showing clearly that in the minds of all the parties the value of the coal alone was not considered a sufficient consideration for such large remuneration; but the second and more important point is, the period at which the agreement is on both sides to come into operation, namely, after the complete formation of the Company according to the charter,—*i. e.*, by subscription of 100,000*l.*, payment of 50,000*l.*, and the other more formal preliminaries, such as the execution of the deed, &c.; then, and not

till then, is Mr. Wise to make a grant of the coal by the Company, and at certain periods afterwards the Company are to pay him certain sums of money. The third point, bearing the same way, is this, that the contract was not entered into with the Company, but with certain persons, to be transferred to the Company, if the Company, when it could legally transact business, chose to adopt it, it being remembered that the Company was prohibited by the charter from commencing business until 50,000*l.* had been paid up, and until then it had no power of contracting for the property in question, or any other property. This is still more apparent from the 4th clause of the deed of settlement, which is as follows:

"The Company shall be held as to commence from the day of the date of the certificate of the Directors to be given as by the said charter is provided, and shall thenceforth continue until dissolved, under any of the provisions in the said charter, or in these presents contained."

Now, the question supposed to be asked of Sir Stafford Northcote is this: "Is this agreement of the 2nd day of June, 1848, so signed by Mr. Wise and the other parties, equivalent to a payment by the shareholders of the Eastern Archipelago Company of 46,000*l.* upon their shares?" And the answer which he is supposed to have given is: "Yes, it is."

Unless this question was so asked, and such affirmative answer given, the whole excuse of Sir Stafford Northcote's approbation of what the Directors did, falls to the ground, and only increases their condemnation. But it is impossible that such a question could have been asked, and such an answer given. It seems absurd enough to say that incurring a debt is equivalent to payment of capital, or that a liability is to be treated as an asset; but to say that a contract, to be completed only after the payment of a certain sum of money, is itself a payment of that sum, that a contract expressly made dependent upon a contingency is in itself a performance of that contingency, is a proposition which, your memorialist submits, it is impossible that any reasonable man could have asserted or acquiesced in, and more impossible does it become when the other term of the proposition is added, viz., that the payment of the money in question was a necessary preliminary to the Company having power to contract for the property, the contract for which was said to be equivalent to the payment of the money.

But if Sir Stafford Northcote did not assert or acquiesce in this proposition, he was not aware of the facts, and the persons who conversed with him took advantage of the non-official nature of the communication and of his forgetfulness of the details of the documents which, though he had recently seen them, would in the multiplicity of business necessarily have passed from his mind, to induce him to state some general proposition which they have perverted as applicable to their own case.

On this point we are not left to conjecture, for the Directors of the Company have in their Fourth Annual Report, printed and circulated for the express purpose of vindicating themselves, published two documents, which show sufficiently what did take place. The first of these is a letter written by Sir Stafford Northcote to Captain Bethune, dated the 30th day of June, 1852, in which he states that the question asked of him was as follows: "One of the Directors, after mentioning that it would be impossible to call up the required amount in money, inquired whether it would be correct to include the value of the Company's property in the return (page 24, Report). This, therefore, was what he sanctioned, viz., the including of the value of the Company's property in the return: but that is not, and cannot in any sense be, a man's property or a Company's property, which is not paid for, even if the contract is one to be presently performed; still less can that be a man's property or a Company's property which another person has contracted to sell to him, only if he shall first have performed a certain condition; and again, that cannot be a Company's property when the Company has entered into no contract for it at all, it being at the period in question unformed for the purpose of entering into any contract, or of commencing business."

But another letter, published in the same Report, page 22, shows still more clearly the course pursued, not only with Sir Stafford Northcote, but with such of the Directors who taking a less active part in the direction were, like Sir Stafford Northcote, in the position of not having the details of the documents continually present to their minds.

The letter referred to, is to be found at page 22 of the above-mentioned Report, and is written by Mr. Macgregor to Sir John Pirie, as follows:

"My dear Sir John Pirie, "House of Commons, July 12, 1848.

"I have been in consultation with the Board of Trade with reference to the payment of 50,000*l.* of the capital of the Eastern Archipelago Company, and I find the transfer value of the rights and property of which Mr. Wise was the previous possessor, may be considered as money's worth, and therefore the capital of the Company. They showed me a case in point, with Mr. Bellenden Kerr's decided opinion to that effect, and the transferred right was constituted as so much paid-up capital or shares, and accepted as such in a charter granted by the Board of Trade. Under these circumstances, I feel no hesitation in morally and honourably considering the right we have under Mr. Wise's transfer as property, and therefore as capital. Mr. Northcote, looking at it as embodied in the deed of settlement, said he was decided on that point. We may therefore consequently include it at the value we have put upon the transfer as capital in the certificate, and we really want very little money to commence operations, and as we have no intention of jobbing shares in the market, we have thus every facility with respect to the terms of the charter, without further delay.

"Hoping the air of Brighton is affording you much benefit, believe me faithfully yours, (Signed) J. MACGREGOR."

Your memorialist begs your Lordships to observe the misrepresentations contained in this letter. The repeated expressions "the rights and property of which Mr. Wise was the previous possessor," "the transferred right," "the right we have under Mr. Wise's transfer;" are these expressions correct or honest descriptions of the scintilla of interest which the Company had under the contract with Mr. Wise, viz., a mere right when they had formed themselves and ratified the transaction to become contractors with him? But, in addition to this, the passage in this letter in which Mr. Macgregor speaks of the case in point, in which "the transferred right was constituted as so much paid-up capital on shares, the passage before noticed in Sir Stafford Northcote's letter, after mentioning that it would be impossible to call up the required amount in money, inquired whether it would be correct to include the value of the Company's property, show clearly that the idea presented to Sir Stafford Northcote's mind was this, viz., that Mr. Wise had actually transferred the property in question to the Company as by way of payment of calls or shares held by him, and in lieu of payment of such calls in money. An affirmative answer to such a question, although perhaps under the special conditions of the charter erroneous in point of law, would neither have been absurd or unreasonable, and this it is evident is the answer which Sir Stafford Northcote, not having before him the precise terms of the agreement of the 2nd day of June, 1848, and the other documents, intended to give; and it may be remarked that it does not appear that Sir Stafford Northcote's attention has been called, even now, as if he had been permitted to be examined on the *scire facias*, it certainly would have been, to the shadowy nature of the interest which the Company had, under the agreement of the 2nd day of June, 1848, or that with that contract before him he has ever been asked the question whether he ever said that by that contract wholly unperformed, neither intended to be performed, nor capable of being performed until 50,000*l.* of the capital of the Company had been paid up, the shareholders of the Eastern Archipelago Company had paid up 46,000*l.*

Your memorialist has no fear in asserting, that it was the knowledge of what Sir Stafford Northcote's answer to such a question, if put to him, must necessarily have been, that led the able counsel conducting the case of the Eastern Archipelago Company on the *scire facias*, to advise that Sir Stafford Northcote should not be called as a witness. And the remark occurs on the letter from Mr. Macgregor to Sir John Pirie, of July 12, 1848. The sum which was to be paid to Mr. Wise was to be considered as the value of that in respect of which it was to be paid. But the 46,000*l.* was to be paid to Mr. Wise in consideration not only of what might be called property, viz., the Labuan and Borneo coal, but also in respect of his service and previous exertions; yet the whole 46,000*l.* is put down as paid-up capital, thus treating Mr. Wise's past exertions as something substantial, and having been independent of their results,

and as existing property of the Company of a definite and ascertained value equivalent to money paid up by their shareholders. It is also to be remarked, that although the 46,000*l.* was to be paid up by long instalments, and possibly part of it not at all (in the event of the Company not calling up the full amount of their shares), yet the Directors treat the matter as if the stipulation were for the payment absolutely and in all events of 46,0000*l.* instantly in cash.

But whatever may have been Sir Stafford Northcote's opinion as to the extent to which the property in question might be substituted for payment up by the shareholders on shares, there is not the least pretence for saying that he ever in any way sanctioned the signing of the false and untrue certificate which in fact was given. Such document would merely be deposited with the Board of Trade, and probably was never seen, or if seen not read, by Sir Stafford Northcote.

It is expressed in clear and unambiguous language, and is as follows:— "We, the undersigned Directors of the Eastern Archipelago Company, hereby certify that the sum of 100,000*l.*, being half of the capital of the said corporation, hath been subscribed for, and that the sum of 50,000*l.* hath been paid up." No man can read these words and doubt but that they state this, viz., that the persons who had subscribed for 100,000*l.* in shares, had paid up 50,000*l.* of that 100,000*l.* which they had so subscribed. This being the plain meaning of the words, the equally plain fact was, that the shareholders who had subscribed the 100,000*l.* had not paid up more than 4,000*l.*, and that 46,000*l.* remained to be paid, and that Mr. Wise's property was not in any sense a payment of the subscribed capital. If, however, the Directors really supposed, as they pretend, that the contract of the 2nd June, 1848, was a fulfilment of the conditions of the charter to the extent of 46,000*l.*, so as to render unnecessary the payment upon the shares of more than 4,000*l.*, why did they not state the simple fact? Is not their framing the certificate in the words required by the charter, in which words it stated a plain and palpable untruth instead of stating the real facts, a plain admission by them that they knew that the real facts were not a compliance with the terms of the charter? Men do not generally put their names to a falsehood, if the truth will serve their purpose as well; and it was because they knew that Sir Stafford Northcote's expression of opinion had been obtained from him on a misconception of the facts, and that the truth would not stand investigation, that they chose the falsehood.

Your memorialist, although he has necessarily gone into this part of the case, cannot, however, consider that its true point is the greater or less degree of moral delinquency in the five gentlemen who signed this certificate; some may be guilty of the greater moral delinquency of certifying to what they knew to be untrue; others, as would be the case with Sir John Pirie, if, without considering the facts, he had adopted the statements of Mr. Macgregor's letters, may have been guilty only of that degree of moral wrong which attaches to every one who solemnly certifies to a fact without duly informing himself whether it be true or not; others may be guilty of the highest degree of delinquency in misrepresenting the matter to obtain Sir Stafford's Northcote's assent, and their co-Director's signature; but however this may be, the act which constitutes the delinquency of the Company is not merely the act of the five Directors, but that in which the whole body of the members of the Company concurred, viz., the carrying on business at all without the required capital. This is what the Judges have pronounced to be an abuse of the charter, and a fraud upon the public; and every shareholder is necessarily implicated in it, for all knew or must be taken to have known that they were not permitted to carry on business until they had paid up 50,000*l.*; and all knew, for they were the parties making the payment, that a much smaller sum was in fact paid up; and every member of the Company must have therefore known that they were doing that which was illegal, and yet it is these very parties who, when the illegality of their proceedings has been discovered and condemned, and their charter on such grounds declared forfeited, come and ask Her Majesty's Government to grant them a new charter to enable them again to pursue the same course.

The next point to which your memorialist would call your Lordships' attention is, the nature of the balance-sheets returned by the Company to the Board of Trade. The requisition of the charter on this head is, that the deed of settlement of the Company should contain provisions for producing at the annual meetings a true and correct balance-sheet, such as is usual in mercantile

accounts, and for furnishing a copy of such balance-sheet to the Board of Trade.

The balance-sheet returned to the Board of Trade for the year ending the 30th day of June, 1849, contains the following item—"capital, 51,455*l*.," and was intended to convey to the Board of Trade and other persons inspecting the return, that the amount had been actually paid up as capital. The return ending the 30th day of June, 1850, contains a like item,—"capital 52,457*l*. 11*s*. 9*d*.;" and the return ending the 30th day of June, 1851, "60,297*l*. 11*s*. 9*d*.;" such statements are utterly deceptive.

The sum paid up as capital at such respective periods was neither the sums so returned, nor the sums so returned less 46,000*l*.; nor is it at all intelligible to your memorialist what these sums do in fact represent, nor on what principle the accounts are made out; and although in the petition presented to the Lord Chancellor to stay the proceedings, the affidavits in support stated that the amount of capital then actually paid up was 63,700*l*. and upwards, and the amount of capital alleged to have been paid up at various preceding periods are also therein stated, yet your memorialist feels confident that such statements are made with the same amount of mental reservation which accompanied the signing of the certificate, and that if their truth be tested by the only effectual method, viz., showing by the pass-books of the Company with their bankers the sums actually paid by the shareholders into the bankers of the Company on account of their shares, it will appear that such statements are additional misrepresentations. This is evident, even by the balance-sheets; for as the sums expended and the balances in hand must necessarily represent the total amount both of the sums paid by the shareholders as capital, and of the sums received by the Company for the sale of coal, it will follow that the only items attributable thereto are (taking the balance-sheet of 1851 for an example) the sums following: the first, which amount altogether to 19,861*l*. 0*s*. 11*d*., which last-mentioned sum therefore represents the whole sum which up to that time, 30th June, 1851, had been paid up as capital on shares, or produced from the sale of coal, and of this sum 5,000*l*. odd was then in hand, leaving the sum of 14,000*l*. as the total amount expended in four years by a powerful Company, whose paid-up capital in the first year was to be 50,000*l*. In fact, the Company have never made out three calls of 5*l*. each upon their capital.

The same thing appears from Mr. Lindsay's letter to your memorialist, which is set out in paragraph 33 of the Company's petition to the Lord Chancellor. Such letter is dated the 24th July, 1850, and contains the following passage: "If you were at home, you would have seen the necessity of this, from the utter horror and suspicion with which the public look at all joint stock companies since the great railway crash; hence the utter impossibility of getting the public generally to take shares and advance money. I have now for myself and immediate friends a large stake in the Company, though I have throughout acted with caution. Every step taken has, by my request, been previously submitted to the opinion of Mr. Bellenden Kerr, the counsel of the Board of Trade, and has met with his approval and sanction; and though you may think we have been slow and dilatory, yet I am sure you would not, if you were in council with us. We have now sent out ample funds for all the preliminary works of what is technically called "winning the coal," which will cost us about 7,000*l*." This letter contains the plainest admission that the parties who constituted the Company were not capitalists capable of themselves finding the required capital to perform the obligations of the charter, unless they were joined by that class of the public who enter into such schemes only in the times of stock-jobbing excitement, and stand aloof when such excitement has passed away; and it also appears thereby that it was not until three years after the granting of the charter, that the Company were able to send out the paltry sum of 7,000*l*. for the first step of winning the coal.

The case, therefore, against the Company, is not one of mere technicality, but of substantial non-compliance with the conditions of the charter, and a total absence of the requirements which the charter required in the Company, and the inability to carry out the designs and purposes for which the privilege of incorporation was given them.

Your memorialist would also call your Lordships' attention to the lists of shareholders of the Company returned from time to time, and would beg your Lordships to observe how the independent shareholders have, one by one, quitted

the Company, and left it substantially in the hands of few individuals, making it little more than a small private partnership, in which Mr. Wise, who is certainly no capitalist, appears to have nominally held the largest number of shares.

The first ground, therefore, of objection by your memorialist to the proposed new charter is, that the parties applying for it are those, or some of them, who have so acted with reference to the former charter as to render them unfit to be favoured with the public testimony of the approbation of Her Majesty's Government of their past proceedings, which the granting a new charter would involve. The granting of a charter of incorporation is a matter of privilege and favour, and ought, as your memorialist submits, to be granted only to those who make out a special case why such unusual privileges should be granted; and the circumstances of conduct, much less gross than those which have occurred in the present case, ought to be an absolute bar to any such mark of favour.

The second ground of objection is one of a nature more personal to your memorialist. Your memorialist observes that in the application for the new charter, the word "Borneo" is expressly inserted after Labuan, as one of the places to which the operations of the Company are to extend, whilst no such express reference to Borneo is contained in the former charter. Your memorialist therefore conceives that one object of applying for the charter is to obtain something which may be perverted into some adjudication by your Lordships of the question now pending in Chancery between your memorialist and Mr. Wise, with reference to the validity of your memorialist's transfer of the grant of that coal to Mr. Wise. By the express terms of the contract of the 2nd day of June, 1848, the Eastern Archipelago Company never having been completely formed, and having been since annulled and dissolved by the judgment of the Court of Queen's Bench, all interest under the transfer of that grant has reverted to Mr. Wise. Your memorialist does not think it necessary on this occasion to trouble your Lordships with the details of this question now in litigation between himself and Mr. Wise. He therefore merely accompanies this memorial with a copy of the Bill in Chancery filed by him. His equitable grounds for setting aside the grant will be found summed up in the 78th paragraph of the bill, and the details of the matters referred to will be found in paragraphs 13, 14, 15, 42, 43, 44, 45, 46, 79, and 80. It is needless to add, that any person or Company taking, and assuming to take, any interest in such grant of coal under Mr. Wise, must necessarily be involved in this litigation; and that any charter granted by your Lordships which will either assume or imply that Mr. Wise has the power to convey to the Company any right to this coal, will be prejudicing the question against your memorialist.

(Signed) JAMES BROOKE.

By J. C. CAMERON,
His Attorney, duly authorized.

Gray's Inn, July 3, 1854.

[A No. 1¼. Handed in by Sir James Brooke, September 20, 1854.]

An Explanation and Exposure of the Charges made against Sir James Brooke, with reference to the Capture and Execution of Criminals in Sarawak.

An attempt has been made to place a forced construction on the passages in Sir James Brooke's Journal which relate to the deaths of the Pangeran Budrudeen with two of his followers, and of the two Dyak Chiefs, Pa-Rimban and Pa-Tummo; and a charge has been publicly made against Sir James Brooke, that "*they were executed by him without trial, and on his own mere motion.*" The following statement of facts, filling up the brief outline of the journal, will refute these unfounded charges, and place the real merits of the case before the public.

See "Examiner" of June 14 and 28, 1851.

On the 24th of September, 1841, Sir James Brooke was declared Rajah of Sarawak. On the 3rd of November he wrote as follows: "I have a country,

but oh! how beset with difficulties, how ravaged by war, torn by dissensions, and ruined by duplicity, weakness, and intrigue." Keppel, vol. i, p. 251.

On the 5th of November a Court of Justice was opened on a simple plan for the substantial redress of wrongs. On the 10th January, 1842, a brief code of laws or regulations was published, the first article of which was as follows: Ibid., vol. i, pp. 256 and 257.

"That murder, robbery, and other heinous crimes will be punished according to the Ondong Ondong, (the native laws then in force,) and no person committing such offences will escape, if after *fair trial* he be proved guilty." Ibid., vol. i, p. 266.

And concludes thus:

"8th. The Governor issues these commands and will enforce obedience to them, and whilst he gives all protection and assistance to the persons who act rightly, he will not fail to punish those who seek to disturb the public peace or commit crimes, and he warns all such persons to seek their safety, and find some other country, where they may be permitted to break the laws of God and man." Ibid., vol. i, p. 268.

The entire Journal will prove that great firmness was necessary to establish a Government, and to administer justice. "It was enough (remarked Sir James Brooke) that a follower of the Rajah was concerned to hush up all wrongs;" and he adds, that "equal justice is the groundwork of society, and unless it can be administered, there can be no hope of ultimate improvement. The country may have bad laws, but such laws as it has must be enforced gently and mildly as may be towards the superiors, but strictly towards the guilty, and all crimes coming under my cognizance must meet with their punishment." Ibid., vol. i, p. 277.

These extracts from Captain Keppel's work are preliminary to the two cases; the first, that of the Pangeran Budrudeen and his two followers, and the second, that of the two Dyak chiefs, Pa-Rimban and Pa-Tummo, and a most cursory reference to that work will further show —

That the country was disorganized and distracted, and that a firm and equal administration of justice was necessary, though difficult and dangerous.

That the native laws were in operation against "murder, robbery, and other heinous crimes;" and

That a Court of Justice had been opened, that witnesses were heard, and that the native Rajahs assisted Sir James Brooke in administering justice. Ibid., vol. i, p. 257.

These principles are plainly set forth in the journal, and it is rather a violent assumption to infer, from the incidental mention of judicial cases subsequently made in the journal, that they were departed from.

The first case, that of the Pangeran Budrudeen, is mentioned in Captain Keppel's work; but the chase, capture, and execution of the criminals, as they stood in the original journal, were suppressed in the manner hereinafter mentioned, and were subsequently published in full in the work of Captain Mundy. On the 28th April, 1842, or six months after his taking charge of the Government, Sir James Brooke wrote as follows:

"The other cause of uneasiness is the attack of a Chinese boat at the mouth of the river. The boat that attacked her is a small one, with eight or ten men, which came out of Sadong, and had been lying here (Sarawak) for a week or more. She is commanded by a Pangeran named Budrudeen, has some Illanuns on board, and is bound on a piratical cruise. As she descended the river, she met with the small China boat likewise, from Sambas, with eight men, which she treacherously assailed, desperately wounding one man and severely another; but the China boat's consort heaving in sight, the pirate pulled away. I must redress this if in my power."

Sir James Brooke adds, that he thought one of these Chinese "*must die*," (as in fact he did shortly afterwards,) and that the other was "very severely, and perhaps, without medical attendance, mortally hurt." This was the crime committed, and thus far, but no farther, we read in Captain Keppel's work. Ibid., vol. i, p. 293

Captain Mundy's work gives an account of the subsequent events relating

to this heinous crime. At Siru the pirates were found on the 5th of May, when "the Magindado Illanun lashed himself to desperation, flourishing his spear in one hand, the other on the handle of his sword, he defied those collected about him; he danced his war dance on the sand—his face became deadly pale—his wild eyes glared—he was ready to "amok"—to die—but not to die alone."

Mundy, vol. i, p. 309.

"To catch him was impossible." He was killed openly, and madly defying authority, and ready to run a-muck, had an attempt been made to seize him. If there is to be any Government, it will probably be conceded that a criminal cannot be allowed to escape, because he is desperate enough to resist to the last extremity. To catch him was impossible, and it was better to prevent a muck, than to wait till the lives of the innocent were sacrificed to the fury of a desperado.

The same course would have been pursued, whether in Java or Singapore, and those who know *what a Malay muck is,* can best appreciate the necessity of preventing it. The Pangeran Budrudeen, and his brother-in-law, were at the same time made prisoners under a "guarantee" that they should be taken to Sarawak, they, no doubt, hoping that their influence there would be sufficient to procure their release; for it must be remembered that the Pangeran Budrudeen was noble by birth, a distant connection of the Royal family, and with many influential relatives. To execute such a criminal, for being guilty of *ordinary murder* and piracy, was almost unprecedented. Sir James Brooke's journal best explains this when he writes that—"To a people who, if they know what justice is, have never obeyed its dictates, its impartial administration in the mildest manner, is a high offence; and *amongst the Pangerans, each desires to claim an exemption for himself and his followers,* and takes little concern about the rest. At all hazards, however, I am resolved to enforce justice, and to protect property, and, whatever the results may be, to leave them in God's hands." Whatever their expectation may have been, the condition was fulfilled, and to Sarawak they were taken. And on the 8th of May Sir James Brooke mentions—"that Muda Hassim, having been informed of the circumstances, consented to the execution of the pirates;" in other words, that Muda Hassim was willing that the law should take its course, even against these noble persons, should they, after trial, be found guilty. They arrived at Sarawak at 9 o'clock on the morning of the 9th of May, and they were tried by the Rajah Muda Hassim himself, at 11 o'clock, and found guilty upon the clearest evidence, and at about 1 o'clock they were executed. Sir James Brooke did not sit upon their trial, having taken so active a part in their pursuit and capture (for it may be mentioned that he had been absent from Sarawak eight days and eight nights in chase of them).

Ibid., vol. i, p. 311.

They were judged by their native Prince, and the blood connection of one of them; their relatives were present at the trial, and consented to their death. The evidence against them was conclusive; the Chinese in the boat attacked knew them; several of their own boat's crew admitted the fact, and the Pangeran Budrudeen himself never attempted to deny it; his last words being—"What! am I to be put to death for only killing the Chinese?" Had they been able to urge any reasonable plea in self-defence, or even to raise the slightest doubt of their guilt, Muda Hassim, whose feelings were enlisted to spare them, would never have condemned them, nor would their relatives have consented to their execution. On the morning of the 9th of May, Sir James Brooke conferred with Muda Hassim, who declined Sir James Brooke's suggestion, that "the example of the Pangeran would suffice for the ends of justice," and was resolute that justice should take its course on *both* the criminals. The trial is not mentioned in the journal, for there really could be no reason for mentioning it, and the incidental omission furnishes no ground for the forced assumption, that it did not take place. "That they deserved death," writes Sir James, "none can doubt;" and no candid person can doubt their guilt, or the stern necessity of establishing the administration of justice over the rich and great, as well as over the poor and lowly.

Ibid., vol. i, pp. 311 and 312.

Can it in common fairness be said, that the Pangeran Budrudeen and his followers were executed by Sir James Brooke, "without trial, and on his own mere motion?"

The second case, that of the two Dyak Chiefs, Pa-Rimban and Pa-Tummo, was as follows: Sir James Brooke's Government had positively forbidden the Dyak tribes within the territory of Sarawak to war one upon the other. This

new law was publicly promulgated according to the Dyak customs, and was absolutely necessary to establish security, and to end the barbarous custom of taking heads, to which the Dyaks were addicted. There was some danger in promulgating such a law, but there can hardly be a question either of its propriety or humanity. Pa-Rimban and Pa-Tummo were the head men (or Orang Kayas) of Singé, a Sarawak tribe of Dyaks; their appointment was made by the Datoos, the local Malay rulers of Sarawak, by whom they were removeable at pleasure, and in every respect they were as much subjects of the Sarawak Government, as the Lords-Lieutenants of counties are subjects of England.

Both these Chiefs had direct notice of the recent law, and not only disobeyed it, but committed a heinous crime against Dyak customs, by treacherously murdering some of the Sigo tribe, living within the territory of Sarawak, with whom the Singé were at peace. Upon this Sir James Brooke went up to the tribe (a day's journey from Sarawak), and called together a number of their chiefs, who "all" disapproved of this murder most highly, asserting that the Sigos were "their younger brothers;" and upon being asked if they were willing to force Pa-Rimban to purchase peace, they replied that they were willing to do so. Keppel, vol. i, p. 301.

This occurred in June, 1842, and Pa-Rimban insisting that they had not attacked the Sigo, but that the heads belonged to the Simpoke tribe (not a Sarawak tribe), with whom he alleged they were at war; and there being a difficulty at that time of getting clear proofs of the fact, the case against them was suspended for the time; new Chiefs or Orang Kayas were appointed in their places; and in Captain Keppel's book, the account of Pa-Rimban and Pa-Tummo abruptly closes here, and nothing further is heard of them. The sequel, however, is contained in Captain Mundy's book, and shows that Sir James Brooke was called away to Borneo, and did not return to Sarawak until September 1842; and finding on his return that these Chiefs, Pa-Rimban and Pa-Tummo, had been the cause of fresh disturbances in his absence, and that "they openly refused obedience, defied his authority, and declined holding an interview even with the Datoos; that they asserted, moreover, that they had killed the Sampro (another tribe of Sarawak Dyaks) and other Dyaks, because they were enemies, and that they would kill more of them,"—Sir James Brooke proceeded to take the measures against them which are there detailed. Ibid., vol. i, p. 30 . Mundy, vol. i, p. 326.

Pa-Rimban and Pa-Tummo were made prisoners, and Sir James Brooke told them *he* would not kill them, but take them to the Rajah (that is, to the Rajah Muda Hassim), and they would then know what were the Rajah's orders. This condition was observed; they were brought to the Rajah, they were tried in public by him and his brothers. The charge against them was—that they had killed "their younger brothers," the Dyaks of Sigo, a Sarawak tribe; that they had been, according to the mildest form of Dyak custom, called upon to purchase peace; instead of doing which, in open defiance of a recent law (which every lover humanity must approve), they had added to their crime by killing some Sampro and other Sarawak Dyaks, and "threatened to kill more of them." For this they were tried by Muda Hassim, their native Prince, the uncle of the Sultan, of the four great hereditary nobles of Brunéi, himself a claimant to the throne, which his father possessed, and who was not "an *ex*-Governor," but standing in the position of a Lord paramount, and possessing the power of life and death throughout the Borneo territories. Sir James Brooke, in 1841, wrote, that without the undoubted and spontaneous support of this Prince, he was by no means eager to undertake the government; and this support he received from Muda Hassim, in serious judicial cases, before his own power was established. See "Examiner" of June 28, 1851. Letter to James Gardner, Esq., p. 29.

Sir James Brooke left the trial of Pa-Rimban and Pa-Tummo to their native Princes, because as in the case of the Pangeran Budrudeen, he had been an active party in their capture. No doubt he felt reluctance at the idea of their execution, but he would not interfere with it, as he entirely concurred in its justice, and he was assured of the necessity of the step, for the safety of many other lives. Had mercy been extended to them, the suppression of that barbarous custom of head-hunting could not have been effected; the Sigo and other tribes must have been allowed the right of retaliation, and the country would have been distracted once more with the feuds of the Dyak tribes, and all the insecurity and bloodshed which resulted from them. Mundy, vol. i, p. 330.

As in the former case, the circumstance of their trial is not mentioned in the journal, simply because it was a matter of course, and in a narrative in which

the principal events themselves are so cursorily and unconnected entered, it is a forced and uncandid assumption, that the omission to mention it, should be taken as a proof that it did not take place.

"September 7th.—At 6 o'clock in the evening, as the sun set, Pa-Rimban and Pa-Tummo closed their earthly career. They were taken out to the rear of my house, and dispatched by the knives of the Rajah's followers."

Mundy, vol. i, p. 335.

Such is the entry in the journal, or, in other words, they were executed in the usual manner, with the krais or knife, by the Rajah's followers, IN THE JUNGLE behind the Rajah Muda Hassim's house (for his house and Sir James Brooke's stood together). The result, then, of the whole case is, that they were charged with the crime of murder, were tried by their native princes, were condemned upon the most conclusive evidence, and were executed according to the custom of their country. Sir James Brooke remarks, "that the necessity was a stern one, and their death merited."

It must be remembered that Sir James Brooke himself gave both these cases to the world; that they were published as parts of a rough journal, the entries in which were often noted down in great haste, and amidst numberless distractions; and that they were read without producing a suspicion on the minds of the numerous critics who reviewed Captain Mundy's work.

It has now been shown that a false construction has been forced upon the passages which narrate the events above detailed, and to complete the case it only remains to exhibit *how*, and by *whom*, this has been done.

Sir James Brooke gave his journal to Captain Keppel for publication; and the narrative of the cases of the Pangeran Budrudeen and his two followers, and of Pa-Rimban and Pa-Tummo, was, at first, printed exactly as they stood in the original manuscript. A Mr. Wise was Sir James Brooke's agent at this time, and having just returned from Sarawak he objected to the publication of the first volume in the form in which it had been printed, and represented to Sir James Brooke's relatives and friends the injury it would do him in its then shape, on account of the free expression of Sir James Brooke's *political opinions*. This was the only reason he assigned to them, and after much solicitation he succeded in inducing Captain Keppel to suppress the first volume as it was originally printed. Mr. Wise then managed to get the arrangement of the work into his own hands, and brought it out in its present form; *having suppressed* the the conclusion of the narratives in question without saying a single syllable of the objection he afterwards thought fit to make either to Sir James Brooke or to his friends.

This will appear clearly from the following extract from a letter dated 24th September 1845, written by Mr. Wise to Sir James Brooke on the subject, in which, after complaining of the interference of a gentleman whose influence with Sir James Brooke he was anxious to undermine, he continues:—"Poor Keppel has been led into a sad scrape with his book; I most fortunately discovered the mess in time, I hope; it will nevertheless cost something considerable. Volume I of Keppel's work must be suppressed; I will look after the second edition, and I hope to see you prosper yet in spite either of yourself or the party I allude to. Nothing could be more handsome than Keppel's conduct throughout this very untoward affair; his readiness to meet my views was in perfect keeping with the devotion he has ever shown to your interests. The opinions of Mr. Savage, and of another confidential adviser, I transmit, to confirm my statement of the dangers so recently averted."

Mr. Wise, doubtless, has retained copies of these letters, but their substance can be gathered from Sir James Brooke's reply.

This was the language used by an agent to his employer, whom, according to his more recent revelations, he had discovered, from this very journal, to be a *murderer*. Sir James Brooke replied to this letter on the 4th December, 1845, in the following terms:—

"I, often laughing, said to Bethune, that I thought my journal in its rude, disjointed state, would puzzle any son of literature, and I had great doubts whether anybody but myself could lick it into shape. Keppel, however, thought otherwise, and intended to take the best literary opinion on the advisability of making it public, and so I gave it to him to do as he pleased with it. I am sorry your opinion is so strongly against the publication, and as you do not say anything of the literary defects I conclude the extracts are injudiciously made. Most of the journal is quite unfit for the public, and must be devoid of interest; but other considerable portions relating to the geography of the country, the different governments, and the habits and manners of an unknown aboriginal

race, would in my opinion be acceptable to intelligent readers. As a general rule, therefore, I may say that if the substantial parts of my journal have been extracted for publication all is right; but if my private views, feelings, and opinions have been selected, *it must be bad*, for it may look like a *puff;* Keppel will acquire the credit of being an interested party; and I shall be made *a hero and a fool*. I would not for the world that Keppel should be hurt or vexed, because, independently of my esteem for him, his intention was good. One thing however is certain; that the suppression of the work can do us no harm, and the suppression of portions that might injure our cause must do good. At a distance of some thousand miles this is all I can say, and even this will be of little consequence, and whatever is done will be done before my opinion arrives. *I consider your view of the matter somewhat too serious*, for I believe the worst penalty would be to become a nine days' laughing-stock. *Books do not ruin characters or break heads*, and it is quite impossible before a work is published to judge what impression it may make out of doors. *I am very indifferent on the subject*, but I have told you the best course in my opinion, and shall therefore not be sorry if the work is burked or altered so as to bring me forward as little as possible. The friendly critics have my thanks, for I am not of the irritable tribe, and have none of the pride of authorship."

This letter speaks for itself, but it was in the course of arranging the first volume for publication that the manuscript journals, with other papers relating to the work, came into Mr. Wise's hands, and amongst them the copies of a private correspondence addressed by Sir James Brooke to the very friend Mr. Wise complained of. This correspondence had been lent to Captain Keppel to assist him in bringing out the journal, for the single purpose of verifying dates and places, and by an inadvertence on Captain Keppel's part was passed with the other papers into Mr. Wise's hands. This correspondence Mr. Wise read, and claimed to retain; but on its being peremptorily demanded he returned it immediately, not until, however, he had secretly copied it, which he never disclosed to any one; nor did it come out until nearly five years afterwards, when extracts from these very letters were furnished by him to Mr. Hume, and were read by Mr. Hume in the House of Commons. He claimed to retain it on the ground that he found in it expressions which were injurious to him as inconsistent with what Sir James Brooke had written to him, Mr. Wise; and he accordingly wrote to Sir James Brooke on the subject, complaining that the corespondence had been handed about.

Sir James Brooke has no copy of his reply; but it was to the effect that as Mr. Wise had not furnished him with any extracts, or informed him as to what extent they had been handed about, and how he came to see them, he could not form any judgment on the subject; though at the same time he felt sure that any such extracts could not by any just interpretation be considered injurious to Mr. Wise, yet, at the same time, their late difference in matters of business might therein be mentioned. Thus the matter passed; Mr. Wise never alluded to it again in any way whatever, although he was afterwards in daily personal communication with Sir James Brooke, during his four months' stay in England in 1847, when he received a substantial act of kindness from him, and although he continued his agent until November 1848. Whatever annoyance, therefore, he felt at the time, Sir James Brooke naturally considered had passed away. There can, however, be no doubt that from this period dates his antipathy to Sir James Brooke; and when Sir James, in 1846, declined entering on any doubtful speculations, this antipathy began to find expression; for it can be proved by witnesses that in 1847, whilst he was lauding Sir James AS A GREAT PHILANTHROPIST, he was *privately, and behind his back, maligning his character, and holding him up as a* TYRANT *and a* MURDERER. The following letters will show this fact clearly :—

Church Mission House, Sarawak,
December 16, 1850.

My dear Sir James,

In the communication I had with Mr. Wise, respecting you, before I left England, he, after speaking of all the good he had done you by his exertions, among other things said, that of course he had great influence with you, for your reputation was completely in his power, as there were passages in your journal printed in Captain Keppel's book, which he had suppressed, but which, if given forth to the world, would make you appear a murderer, instead of the great

philanthropist everybody thought you. This, even now, I remember distinctly was the purport of what he said, though not perhaps the exact words; and I was very much surprised at his making such remarks to me—a perfect stranger, and the only object I could perceive in his doing so, was to make me apply to him rather than to you, in all matters concerning the Mission.

The bait, however, did not take, as I was never fond of go-betweens, and I certainly would never have fished in the dirty ditch at Austin Friars, when I had always ready access to the pure Brook at Mivart's.

Very faithfully and affectionately yours,

(Signed) F. T. M'DOUGALL.

18, *North Bank, St. John's Wood,*
June 23, 1851.

My dear Brooke,

When I first became acquainted with Mr. Wise, he uniformly represented you to me, not only as a philanthropist, and the benefactor of the Indian Archipelago, but as a truly great man. In this view of your character he persisted for a length of time, but afterwards changed suddenly, and began to say he had been deceived in you—that you were a very bad man—that all your proceedings in the East were carried on exclusively for your own aggrandisement—that he could supply me with proofs of these allegations—and that if he had not suppressed or altered a portion of your "Journal," you would have appeared to the world in the light of a murderer, which it seemed to me evident he wished me to believe you. I replied, that if he would put into my hands the proofs he spoke of, I would attack and denounce you publicly. He promised to furnish me with the proofs (which, of course, he never did), but said the time was not come for bringing the matter before the world. This shook my faith in his trustworthiness, and I began to suspect he was playing some deep game of his own. Of this I became fully satisfied when, on your return to England in 1847, he went down to meet you; invited you to dine at his house; and there, in the presence of numerous friends, pronounced the warmest eulogium on your character and on all you had done in the Archipelago. I was shocked and disgusted by this hypocrisy, and reproached him with it, as well as with causing your portrait, by Mr. Grant, to be copied, framed, and hung in his dining-room, to which his only answer was, that people are compelled sometimes to do such things by circumstances. The idea of my son's going out with you to Borneo had originated with him, but he now sought to dissuade me from allowing him to accept the appointment, saying you were the greatest tyrant in the world, as the poor youth would find as soon as he was fairly in your power. To this I replied, that if I had fifty sons I should be too happy to entrust them to you. Our intercourse now became unpleasant, and in a few weeks after you left England ceased entirely. Allow me, for my own satisfaction, to add, that instead of repenting of having placed my son under your authority, I have, every day, more and more reason to rejoice at it, and to express my gratitude to you for the undeviating kindness and generosity with which you have treated him. Trusting you will excuse this expression of my feelings,

I am, &c.

(Signed) JAMES AUGUSTUS ST. JOHN.

It needs only to add, that Mr. Wise, in a letter addressed to the "Times" newspaper, stated that he was ready to meet any distinct charge brought against him. Here is a very distinct and grave charge, resting on the testimony of two gentlemen unknown to each other, and which could, in a lesser degree, be substantiated by Mr. Scott, the Lieutenant-Governor of Labuan, Mr. Low, and Mr. Spenser St. John.

[A No. 1½. Handed in by Sir James Brooke, September 20, 1854.]

Supplementary Paper on the Case of Sir James Brooke.

Reference to last year's debate. "Hansard," vol. cxii, No. 7, pp. 1300—1326.

The foregoing heads of statement were prepared with reference to the expected debate in the Session of last year (1850). That debate did come on and resulted in a majority of 140 in a House of 169, justifying the conduct of Sir James Brooke. The details, and particularly the exposure of the machinery by which the outcry was got up against him is shown in "Hansard," vol. cxii, No. 7, pp. 1300—1326.

Wm. Henry Miles's letter, "Daily News," August 9, 1850.

Notwithstanding this verdict, Mr. Hume protested against it in the "Daily News" of August 9th, annexing a letter of one William Henry Miles, which may probably be referred to again, and Mr. Cobden, in his political journey through the commercial districts, revived charges against Sir James Brooke with peculiar animosity, as the following extracts from his speech at Birmingham, reported in the "Times" of November 29th, 1850, will show:

Mr. Cobden's speech at Birmingham, reported in "Times" of November 29, 1851.

"There is another thing I wish to draw your attention to, because it is at these meetings that we ought to endeavour to raise public opinion in impending dangers. I allude to the policy which this country is pursuing in the East. (Cheers.) You heard last year a good deal about a motion of Mr. Hume to inquire into the conduct of Sir James Brooke, who had gone out to the Eastern Archipelago as a private adventurer, had seized upon a territory as large as Yorkshire, and then drove out the natives; and who, under the pretence that they were pirates, had subsequently sent for our fleet and men to massacre them. (Cheers.) * * * * If they allowed any more murderous executions to be carried on in the East, in Borneo, Siam, Japan, or anywhere else, it would end the same way—in increased cost. * * * * * * * * Yes, and let him tell them another fact, and it was this:—That the atrocities perpetrated by Sir James Brooke, in Borneo, had been continually quoted in the Austrian newspapers as something which threw into the shade the horrible atrocities of Haynau himself."

Fresh materials. Address of Singapore merchants.

To give colour to a second attack, however, fresh materials were wanting, and accordingly in the course of the winter a Memorial, addressed to Mr. Hume, by a few Singapore merchants and others, was supplied to him (a copy of which is appended to this marked 1), in effect, attempting to distinguish between the Illanun, Sooloo, and Balinini piracy, which is admitted, and Serebas and Sakarran piracy, which is denied; and asserting that but for Sir James Brooke's interested motives in classing that as piracy which was only an intertribal war, they would not have, as they never had before, heard of the piracies of these tribes.

They do not venture to affirm that they are not pirates, but they do say that such proceedings as those of Captain Farquhar, on the night of July 31st, 1849, were wholly uncalled for and unjustifiable.

Pamphlet by "Scrutator." Mr. Crawford's examination, p. 3, in the Report of the Committee on the Army and Ordnance Expenditure.

Captain Daniel's letter.

In addition to this memorial, a pamphlet, published at Singapore, under the name of "Scrutator," will probably be referred to, and also Mr. Crawford's examination before the Committee on the Army and Ordnance Expenditure, p. 703. The pamphlet in the form of a series of Letters, and Mr. Crawford, in his evidence, seeks to prove that Sir James Brooke himself, in his Journals, published by Captain Keppel and Captain Mundy, did not represent these tribes as pirates; perhaps also a letter from a Captain Daniel, a Commander in the Indian Service, to Mr. Hume, will be used, to show that while on the Coast of Borneo (he was not at Sarawak, but only touched off that place), he, Captain Daniel, never heard of any piracy at all. Such, it is believed, will be the fresh materials as distinguished from those used last session, which will now be brought forward, and it will be as well to recapitulate them.

1st. The address of the Singapore merchants.
2nd. The pamphlet of "Scrutator."
3rd. Mr. Crawford's evidence and opinion.
4th. Captain Daniel's letter.
5th. Mr. Miles's letter.

Thus prepared, Mr. Hume gave notice of motion on the 13th Februray, 1851, in the following terms, viz.:—

"That an humble address be presented to Her Majesty, praying that Her

Majesty might be graciously pleased to appoint a Royal Commission to inquire into and report upon the proceedings of Sir James Brooke on the Coast of Borneo, in the year 1849, and specially the operations of the naval force under Commander Farquhar, against the Dyaks along the coast, by which 500 of the latter were alleged to have been killed during the attack made on them, while 500 more were alleged afterwards to have fallen in the jungle."

And this not coming on on that night, successive notices of motions in various forms have from time to time been given, in effect calling for an inquiry into the conduct of Sir James Brooke in attacking the Serebas and Sakarran Dyaks, upon the ground that these tribes *never* were pirates; and now a last notice of motion has been given but little differing from the first, which it may be contended, if the friends of Sir James Brooke had the slightest object in narrowing the issue, confines it strictly to what occurred on the night of the 31st of July, 1849, that is, to Captain Farquhar's attack, and precludes Mr. Hume from travelling into any other matter whatever.

What then is the answer to this request for an inquiry?

Simply that Mr. Hume is bound to make out a *prima facie* case, in which he failed signally last session, and must fail again—as the only issue to be tried is, were or were not the Serebas and Sakarrans pirates?

If they were, then Mr. Hume and every other friend to humanity, including even the Peace and Aborigines Societies, must admit their punishment to have been just.

What then are the proofs of their being pirates? Referring as before to the details in "Hansard"—there is Sir C. Rawlinson's judgment—the judgment of a Court of Record upon the matter itself, deciding that they were pirates. There are the sworn depositions of witnesses to the same effect, that they were pirates, caught red-handed and in the fact.

That they had long been pirates, there is Colonel Butterworth's Report, now published for the first time, in the Additional Papers just laid by the Government before the House, who, upon the evidence of two native captains, pronounced them to be "desperate pirates." This report, it must be remembered, was aken by Colonel Butterworth as Governor of the Straits, to satisfy himself of the fact, and was forwarded, as an official document, to the Bengal Government.

There is Sir James Brooke's Memorandum on Piracy to Lord Aberdeen, expressly calling the attention of the Government to the fact of these tribes being pirates, and pointing out the mode of suppressing piracy, by taking the strongest measures against pirates in their very strongholds. This is also published in the same Additional Papers; and that the Government approved, is shown by the fact of Sir James being afterwards appointed to carry out these very objects.

There is the cooperation of the British navy, under Sir Francis Collier, whose orders to Captain Farquhar were express. This of itself would be a complete answer to any case against Sir James Brooke. See Sir Francis Baring's speech in "Hansard" in the place before referred to.

There is also Mahomet Cassim's evidence, a Singapore merchant of high respectability, taken on oath, to the effect that these tribes were regular pirates and had pursued and attacked him when off the coast on a trading expedition, on more than one occasion, twenty or more years ago, during the Governorship of Mr. Crawford.

This a mass of direct affirmative evidence, all to the same point; to meet what? a strictly negative case: for all that Mr. Hume can bring forward, consists of the negative opinion of persons not hearing of the piracy, or of alleged inferential inconsistencies taken from Sir James Brooke's letters.

To meet this negative testimony Sir James might rely on his general character along the coast; on the blessings he has conferred on the native races; and he can refer, if need were, not only to recent letters of the Bishop of Calcutta. the Bishop of London, and to the Borneo Mission here, but also to the fact that the Serebas and Sakarrans are expressly mentioned as pirates by M. Temmink, by the authors of the "Moniteur des Indes," by M. de Groet, and by Sir James Brooke himself in 1839, and again in 1840, before he was Rajah of Sarawak.

He will also refer to a letter of Sir Thomas Cochrane's, written to Lord John Russell, and which will be produced in the debate; to the testimony of

the many officers of both services who have been eye-witnesses of his proceedings on the coast of Borneo; to the statistical details of the thriving trade and rising population of Sarawak, and of the peace which prevails along the coast; to the present condition of Serebas and Sakarran, which will be also shown in the debate. These benefits have resulted from the vigorous measures of Captain Farquhar.

This, it is conceived, is a mass of evidence sufficient to meet the mere inference, for it amounts to no more, that Mr. Hume seeks to draw from a string of negatives.

The pith of Mr. Crawford's opinion is extracted by the direct proof, as shown from the original journal, in which Captain Mundy, by a mistake in copying, inserted the Serebas Dyaks as the nominative case to a sentence, which in the journal stood as the "Hill Dyaks;" while nothing can be more uncandid or unfair than Mr. Crawford's general testimony, as at least fifty passages can be cited from Captain Mundy's book in which Sir James Brooke speaks of these tribes as pirates, and plainly proves, to any impartial person, that the cited passage was evidently a mistake.

Captain Daniel's letter is answered by a letter of Captain Hosken, which is conclusive, that he might have heard enough of piracy had he inquired, and which will be produced.

Mr. Miles's letter is answered by another letter from himself to the Sultan of Borneo. The letter in the "Daily News," compared with his letter to the Sultan, speaks for itself. They are evidently not the letters of the same person; and as the one to the Sultan is undoubtedly genuine, that to the "Daily News" is evidently written by another hand.

Upon such a case the friends of Sir James Brooke may well leave it to the House, whether, upon any construction of the debate of last year, as shown in "Hansard," Mr. Cobden, in truth and fair play, was warranted in making use of the language attributed to him at Birmingham; or whether, upon his past and present materials, Mr. Hume's motion is deserving of the slightest attention.

The following observations apply to some incidental matters that may be raised in the debate.

1. The Sakarran aggression.
2. The employment of natives as an auxiliary force.
3. That the Dyaks are without musketry.

On the first point, it is to be remarked that Sir James Brooke proposed to Her Majesty's Government to build a fort to restrain the piracies of the Sakarrans, but not receiving authority to do so, the fort was not built. After Captain Keppel's attack in 1844 in this river, Sir James Brooke assiduously cultivated the affection of the Dyak chiefs, and succeeded with some of them, who frankly and sincerely renounced piracy. A portion of the Malay inhabitants were likewise detached from the piratical party, and became friendly to Sir James Brooke.

This friendly and non-piratical party in 1846, or the beginning of 1847, were overborne by the piratical party, and according to their estimate of character, fearing that Sir James Brooke would retaliate on them for some piracies committed by the Dyaks further up the river, they retired beyond the rapids.

The defeat inflicted by Captain Farquhar once more raised the well-inclined chiefs (Malays and Dyaks of Sakarran) to power; they opened a communication with Sir James Brooke, and peace was restored. Sir James Brooke proposed to them to build a fort at the junction of the Sakarran with the Batang Lupar.

The objects of building the fort were:

1. To prevent the friendly and non-piratical Chiefs from being once more overthrown by the interior piratical tribes.
2. To prevent any piratical force from passing down to the sea.
3. To prevent all intertribal feuds between the Sakarran and the Balaws of Linga and others.
4. As an admirable position for the advancement of commerce.

The Batang Lupar and Sakarran rivers have for the last fifty years thrown off the authority of the Government of Borneo; Sir James Brooke, however, obtained the consent of the Sultan to this measure.

The advantage to the Borneo Government will be, that if the new town flourishes and security be established, the rights it possesses may be considered.

The fort was built by Sakarran, Malays, and Dyaks; it has all along been guarded by Sakarrans, Malays, and Dyaks; the measure is highly pleasing to these people. At first, Sir James Brooke placed a native at the post, but the Sakarran people applied for an European to reside amongst them, and Mr. Brereton went there last March, with instructions to effect if possible a reconciliation among the Dyaks of Sakarran and those of Linga.

The effects of the measure are already apparent. A town is springing up and the river banks under cultivation, which, owing to the feuds amongst the Dyak tribes, were before fallow; these feuds were caused by the piratical and bloodthirsty habits of the Sakarrans.

Mr. Brereton now resides at the town called Sakarran; he is entirely dependent on the goodwill of the Malay and Dyak population; he has no force of any sort; his sole object at present is to prevent bloodshed and piracy, by aiding the well-disposed chiefs and people.

Should he ever acquire influence over them, it will be for the benefit of the native population and for the increase of trade. The Sakarran people have placed him where he is; they may displace him at any moment; and if an Englishman is not permitted to make himself useful, the Sakarrans, of course, will choose a Dutchman; or otherwise the British Government *must coerce* the Sakarrans, and prevent their freedom of choice.

Sir James Brooke prevents the effusion of blood arising out of intertribal feuds. Mr. Cobden and the Peace Society would allow the native tribes to shed each other's blood without let or hindrance. This same measure extended to other communities, by the desire of the native population, would increase trade by establishing security: nor is the British Government at all called upon to check the advance of the natives in a right direction.

The tree must be judged by its fruits. In 1842, Sarawak had no trade—insecurity reigned within and without. In 1844, Captain Keppel's operations restored peace to the coast, and trade increased slowly, but steadily. In 1848, the coast once more became insecure, and trade somewhat declined. During the first three months of 1849, between 300 and 400 innocent people fell a sacrifice to the pirates, who recommenced depredations on a large scale. Captain Farquhar defeated them in July, and at the close of the year the trade-returns amounted to 2,000 tons. During 1850 the coast was at peace, all feuds at an end, the pirates cowed, and trade at Sarawak rose to upwards of 10,000 tons, exclusive of the coasting-trade carried on in small prahus. Sarawak is by no means the *finest*, or *richest*, or *most populous* river on the coast. The Rejang, the Batang Lupar, the Bintulu, and Barram are more productive. The Sadong, the Serebas, and many others, equally productive. Thus, it is no paltry question of trade, but of the extension of commerce to the amount of 100,000 tons, or more. Sir James Brooke's position, as Commissioner and Consul-General, enables him to apply to the naval Commander-in-chief for assistance in suppressing piracy. The measures in detail for the amelioration of the social condition of the native races, and for the formation of governments chosen by the natives themselves, and entirely dependent on their goodwill, is his business as Rajah of Sarawak, or rather as an individual swaying the native mind, and using a moral influence for the advancement of good government and commerce.

These measures rest on the goodwill of the natives, and are based on the first principles of political science.

Secondly. With respect to the employment of natives as auxiliaries, it may be shortly remarked that they fully understand that the operations undertaken against the pirates are to correct their evil propensity, from which all alike have suffered.

When the operations are over, and the pirates engage to forbear from their pursuit, peace is immediately concluded, and the tribes of Dyaks, on either side, are restrained from the system of retaliation which does so much mischief, but which Mr. Cobden favours. From the nature of the country and a species of war-

fare, it would be impossible to teach or to punish these pirates without native aid; and even in the instance of Captain Farquhar's action of July 1849, it would have been impossible to have caught the pirates, had not the native auxiliaries been present.

If the employment of natives led to intertribal feuds, or resulted in cruelty, it could not be justified; but such is not the case. The feuds arise out of the bloodthirsty piracies of the Serebas and Sakarran tribes; and there is the power which has been always exerted to prevent intertribal retaliations whenever the pirates pledged themselves to cease murdering and plundering. On the occasion of the action of the 31st July, 1849, the loss was inflicted on the pirates by the English force, which killed about 250 of the enemy out of a force of 3,500 men; while the natives, during the action and pursuit, did not destroy more than 50 or 60 of the enemy.

The total loss sworn to was upwards of 500, and not 1,500; and this included all who were unable to reach their homes.* The action was fought over a large space of ground; and after it closed (that is, between 12 and 1 at night), the result was unknown to Captain Farquhar or to Sir James Brooke.

The fact of the piratical character of the Serebas and Sakarran has been proved in a court of judicature. Siup, a prisoner, deposed that he was present when the pirate fleet captured a trading prahu, on its way to the bay of Lassa; or, in other words, on the high seas. Yet Mr. Crawford, in his evidence before the Committee on Army and Ordnance Expenditure, states that no such evidence exists.

Abang Buyorg deposes that he has been present at the capture of numerous prahus, some belonging to Sambas and other places. Now Sambas is a Netherlands possession, and the vessels of that country are under Dutch colours.

Mr. Cobden has declared that the piracies of the Dyaks and Malays of Serebas are *only* "*intertribal wars.*" Abong Bit deposes, however, that he has attacked numerous Chinese towns in the Netherland territories. Is there, then, an intertribal war between Holland and Serebas? If Mr. Cobden's definition of piracy be correct and be acted upon, England would lose a million of trade yearly; as the native trade pouring from all quarters into our emporium of Singapore, would be cut off without the commission of piracy.

One glaring fallacy throughout the arguments of those who support Mr. Hume, is to describe the Dyaks as ill-armed, and without musketry or guns: it is kept out of sight, however, that the Malays of Serebas are numerous, and as well armed as other Malays. Sometimes these Malays go out pirating in their own prahus, which are fully armed, and as formidable as the piratical prahus of the Lanuns or other Malays.

At other times, when lighter work is to be done, they (the Malays) compose the fighting-men in the swift Dyak bankongs, or war-prahus.

Siup, who was out with the pirates, deposes to the fact that 150 prahus went out from Serebas, and that each prahu carried "a few muskets." Comparing the deposition of Siup with the deposition of Mahommed Cossim, who judged the pirate prahus of Serebas to have eight or nine muskets each, the amount of musketry would be 1,200 in the fleet destroyed by Captain Farquhar; and a moderate computation could scarcely place it under 750 muskets, or 5 muskets to each prahu.

When it is remembered that in 1835, the Kaffirs were a people unacquainted with the use of musketry, and that in 1845 they were fully armed with this weapon, the danger and difficulty of coping with the Dyaks if allowed to become dexterous in the use of fire-arms may be conjectured. The defeat inflicted by Captain Farquhar on the Malay and Dyak pirates of Serebas, has restored peace to the coast; and the result of Mr. Hume's motion will decide whether this peace is to continue, or whether the pirates are to be let loose on society.

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* It has since been positively ascertained that the total loss of the pirates amounted to 800 persons in all.

[A No. 1¾. Handed in by Sir James Brooke, September 20, 1854.]

Heads of Statement of the Case of Sir James Brooke, in reference to the Engagement with the Serebas and Sakarran Pirates, on the 31st July, 1849.

Heads of charges against Sir James Brooke.

The charges against Sir James Brooke, in reference to that expedition against the Serebas and Sakarran tribes which terminated in the affair of the 31st July, 1849, when stripped of the verbiage of the platform, and that peculiar ferocity of attack which has hitherto invariably distinguished the apostles of peace, seem reducible to two heads:

1. That the Serebas and Sakarran tribes were not piratical communities.

1. That the Serebas and Sakarran tribes of mixed Malays and Dyaks were in no proper sense of the word pirates, but merely a horde of barbarians practising a mode of predatory warfare, which was not only one of the most inveterate and time-honoured usages of their own community, but which they pursued in common with all the other Dyak populations of the Bornean coasts.

2. That there is no proof they were on a piratical expedition when attacked by Sir J. Brooke and Captain Farquhar, on the 31st July, 1849.

2. That at all events there is no proof of the piratical character of that particular expedition which was terminated by the affair of the 31st of July, 1849; or that, even conceding that there is *now* such proof, there was none at the time sufficient to justify Sir James Brooke in acting as he did; but that by the rules of the Law of Nations and by the tenour and spirit of his instructions, he was precluded from treating these Serebas and Sakarran marauders as a piratical force, until they had shown their piratical character by some overt act of insult or aggression on the British flag.

Let us take these charges in their order:

1. Were the Serebas and Sakarrans pirates?

1st, then, were or were not these Serebas and Sakarran Dyaks *pirates*, in the true sense which that word has uniformly borne in the Law of Nations? In order to answer this question satisfactorily, it may be as well to consider what, by the Law of Nations, is piracy, and who are pirates. No clearer, more compendious, but at the same time more comprehensive, statement on this point can be found than in the following passage from the celebrated commentaries of that great American jurist who, in the mature evening of his days, gathered into one great treasury of legal learning, all the concentrated results of a laborious life long exercised in the profoundest researches of international law. It is thus that Chancellor Kent writes of piracy and pirates, of the nature of the crime and the mode of its punishment:

What piracy is laid down to be in the Law of Nations.

"Piracy is robbery, or a forcible depredation, on the high seas, without lawful authority, and done *animo furandi*, and in the spirit and intention of universal hostility. It is the same offence at sea with robbery on land; and all the writers on the Law of Nations, and on the maritime law of Europe, agree in this definition of piracy. Pirates have been regarded by all civilized nations *as the enemies of the human race, and the most atrocious violators of the universal law of society.*

Mode of punishing pirates.

They are everywhere pursued and punished with death; and the severity with which the law has animadverted on this crime, arises from its enormity and danger, the cruelty that accompanies it, the necessity of checking it, the difficulty of detection, and the facility with which robberies may be committed upon pacific traders in the solitude of the ocean.

"Every nation *has a right to attack and exterminate them without any declaration of war;* for though pirates may form a loose and temporary association among themselves, and re-establish in some degree those laws of justice which they have violated with the rest of the world, *yet they are not considered as a national body, or entitled to the laws of one, as one of a community of nations.*"—(Kent's Commentaries, lect. ix, vol. 1, p. 183, ed. 1844.)

It results, therefore, from this statement of the Law of Nations, as it affects piracy, that there are pirates who commit forcible depredations on the high seas without lawful authority, *animo furandi*, and in the spirit and intention of universal hostility. Any community of men habitually acting in this spirit and with these objects, is a piratical community, and as such to be regarded as in a state of hostility to the human race, as placed beyond the protection of the laws

of war, and as the just object of attack and extermination, without any declaration of war, on the part of every other community on the face of the earth.

Evidence on the point—whether by the Law of Nations the Serebas and Sakarrans were a piratical community.

Now, are or are not the Serebas and Sakarran Dyaks a community of this description? This is a pure question of evidence, and evidence more overwhelmingly conclusive in favour of an affirmative answer to this question it is wholly impossible to imagine. The only difficulty is one of selection, so uniform and decisive is the current of testimony.

Passages on this point from Brooke's Letter on Borneo, date 1842.

Sir James Brooke (then Mr. Brooke), in the letter on Borneo published by him so long back as the year 1842, speaking of the Hill Dyaks as contrasted with the Dyaks of the coast, and alluding evidently to the Serebas and Sakarran hordes, speaks of the latter as "the savage and predatory tribes of the coast," who have "forsaken their original customs and have joined piracy to their former practice of taking heads; and," he adds, "they *are not different from other pirates, who destroy as well as plunder.*"—(Brooke's Letter from Borneo, 1842, p. 19.) And in page 35 of the same work he writes, "Besides the Lanoon pirates, the Dyaks of Serebas and Sakarran yearly sweep the shore, even to Celebes, murdering the men of all nations, and capturing women and children, rendering the cultivation of the coast dangerous, and preventing the cultivation of the soil near the sea-shore."

Extract from letter of Mr. Earl (author of "Eastern Seas"); date, March 5, 1850.

Mr. George Windsor Earl, the author of the work on "The Eastern Seas," in a letter written to Sir James Brooke, and dated Singapore, March 5, 1850, (marked A in the annexed list of documents), says, in reference to this point, "As one of the oldest, indeed I believe the oldest, surviving British visitor to the western coasts of Borneo, I feel myself called upon to offer my testimony as to the state of those coasts sixteen years ago. I have a lively recollection, even at this distant date, of the terror in which the coast was kept by the very tribes which you have been instrumental in checking." And then he goes on to relate how, a year before his arrival, the entire population of the town of Slahu had been cut off by a marauding party of these very tribes, whom in his work he had mistakenly represented as coming, not from the river of Sakarran, but from the Island of Serhassan.

Extract from letter of Mr. Jackson to Singapore "Free Press;" date, February 15, 1850.

Mr. Jackson, a gentleman who represents himself as having been collecting evidence for his own private satisfaction, as to the recent piracies on the coast of Borneo, expresses himself in a letter addressed to the editor of the "Singapore Free Press," marked B in the annexed list of documents, and dated Singapore, February 15th, 1850:—"Opportunities of conversation with many respectable natives of that place (Sarawak), and of other parts of Borneo, in addition to the published evidence in the case lately decided by the Court here, left no doubt on my mind either of the Serebas and Sakarran tribes being by profession pirates and buccaneers, or that the particular fleet, happily destroyed by Captain Farquhar, had been assembled for the purposes of piracy, and had committed several acts of a piratical character upon those whom it encountered, without regard to nation or any other circumstance whatever. It is notorious that these expeditions are planned partly by Malays and partly by Dyaks, the latter being rewarded for their share in the enterprise, with the heads taken on the occasion, while the plunder falls to the share of the Malays, who originate the enterprise."—(Letter to editor of "Singapore Free Press," from Louis S. Jackson, under date Singapore, February 15, 1850.)

Nothing would be easier than to multiply similar testimony of Europeans practically acquainted with the Eastern Archipelago, to the general notoriety in that region, of the fact that the Serebas and Sakarran hordes of mixed Malays and Dyaks are a community of freebooters systematically pursuing plunder as their trade, or, if the phrase be preferred, piracy, as their profession; the fact, indeed, is so notorious, that as Sir James Brooke says, "the native laughs when he hears that it is doubted." But the direct evidence taken before the Commission appointed by Sir Christopher Rawlinson, in the course of the trial of the "Albatross'" claim to head money,—evidence, be it remembered, given by men who had actually themselves been eye-witnesses of the doings of these marauders, and taken part in their predatory warfare, is so striking, and at the same time so precise on this point, as alone to set the question at rest with those who are not hopelessly deaf to the voice of testimony. The following are extracts from the depositions taken on that occasion, reprinted in the paper marked C in the annexed documents:—

Depositions taken before the Commissioners appointed by the Court of Judicature, at Singapore, in the matter of the "Albatross'" claim to head money; date, September 1849.

Deposition of Siup, a Sadong Malay.

Siup, a Sadong Malay, lately residing at Serebas, deposes, that "within the last eight months three large fleets have sailed from Serebas on piratical cruizes."—(Page 1 of paper C.)

Deposition of Abong Bit, formerly a Serebas pirate.

Abong Bit, formerly a Serebas pirate, deposes that it was the ordinary practice of the Serebas and Sakarran people to go out on piratical expeditions, sometimes from the one place, sometimes from the other. *The object of these expeditions was to take plunder and to obtain heads. When at sea, they made no difference amongst those they attacked, attacking all whom they could overcome.* He further deposes that he himself "has been out very often on piratical expeditions, at least thirty times; that he has often attacked and plundered trading prahus when on these excursions." He then mentions particularly having been present on several occasions, on which different places were attacked by Serebas fleets, with which he was out; at an attack on Saukawra, when upwards of 100 Chinamen were killed; at the capture of Sungie Takong, where 50 Chinamen were killed; at the capture of Sungie Brah, where 150 Chinese were killed; at Duri, where 100 heads were obtained. He then goes on to say that the Malays plundered the places captured, and the Dyaks got the heads. With reference to this point, it must always be borne in mind that the Sakarran and Serebas tribes are composed partly of Malays and partly of Dyaks, but the Malays and Dyaks together make up one community, confederated together for purposes of piracy and plunder; and it is impossible that the Law of Nations can recognise any distinction between the two races, on account of the different motives with which they may act in these joint expeditions. The barbarian whose chief incentive is the capture of heads, and the barbarian whose chief incentive is the capture of booty, are alike engaged in one common act of conspiracy against the peace of the human race; piracy is the common crime of both, and the punishment of piracy must be borne by both alike.

In these expeditions Malays take plunder, Dyaks heads; but note that the Serebas and Sakarran tribes are communities composed of both Malays and Dyaks confederated together for the purpose of piracy.

Abong Bit adds explicitly, "that the people of Serebas (Malays and Dyaks collectively) *do not trade, but when in want of money or slaves go pirating.*"

Deposition of Abang Hassan.

Abang Hassan, a Sadong Malay, deposes that about ten years ago he resided at Sakarran; during the time he resided there, the people of Sakarran went out *pirating* in different parts of the coast; *had seen the prahus return, bringing back plunder, prisoners, and the heads of upwards of* 100 *Chinese and others taken by them about Serebas.* He adds, "*It was not in retaliation for injuries done by the parties they attacked that they made these excursions, but because of their love of plunder and heads;* AT SEA THEY MAKE NO DISTINCTION WHATEVER."

At sea, the Serebas and Sakarrans attack indiscriminately friend and foe alike.

He then mentions one occasion on which the Sakarran prahus attacked Seribe Saib, a Sadong Chief, and a great friend and abettor of theirs. They were repulsed and upbraided, and being asked why they attacked their friends, the reply was, "at home we make a distinction between friends and enemies, BUT AT SEA WE KILL AND PLUNDER EVERYBODY."

To the same purpose, Sajong, a Malay, formerly of Sakarran, positively asserts, "that these people, of both Serebas and Sakarran, do not make these attacks on account of injury done previously by the parties; *they kill, plunder, and destroy* ANY PERSONS WHATEVER THEY MAY MEET AT SEA."

These depositions clearly show the Serebas and Sakarrans to be pirates in the strictest sense of the word.

Surely these marauders fall within the very letter of the definition of pirates, already given from the work of a great master of the Law of Nations, "as robbers on the high seas, *acting in the spirit and intention of* UNIVERSAL HOSTICITY;" and yet these are the plunderers for whose interesting aboriginal propensities, and simple habits of traditional warfare, the apostles of peace have declared a crusade against the defender of life and commerce in the Eastern Archipelago. If necessary, it would be easy to multiply testimony to the same effect,—testimony, be it observed, not met by a vestige of counter-evidence to show, or even to raise a shadow of probable presumption, that these Sakarran and Serebas tribes of mixed Malays and Dyaks were not a piratical community, but a mere savage race, engaged in barbarian feuds with other races of cognate origin, retaliating injuries they had received, and bent only on accumulating the revolting trophies of their triumph and their vengeance.

The Serebas and Sakarrans conduct their warlike expeditions in a manner quite different to any other of the numerous communities on the Bornean coast.

With reference to the point that there is no difference between the Malays and Dyaks of Serebas and Sakarran, and the Malays and Dyaks of the other communities on the Bornean coast, in the mode of conducting their warlike frays, it will be sufficient to cite the following concise and comprehensive passage from a letter written by Sir James Brooke, at Singapore, to a friend in England, under date 5th March, 1850 (marked H):—

"The difference is this, that the other thirty or forty communities do not go to sea on warlike or piratical expeditions, and all live at peace one with another; whilst the Serebas and Sakarran constantly go to sea on piratical cruizes, and devastate other countries; and that other tribes do not *slaughter indiscriminately,* which the Serebas and Sakarran do."

Sir James Brooke's deposition to the same point.

Sir James Brooke's testimony, taken on oath before the Commissioners (paper writing, marked E, annexed hereto), is clear, and convincing to the point of piracy. The piratical character of these tribes, he says, was brought to his notice as early as the year 1839; on the 28th of September in which year, about 9 o'clock at night, two boats of the "Royalist" were attacked by a party of the Serebas, at the entrance of the Sarawak river. He produces to the Commissioners the verified translation a letter written by the Rajah Muda Hassim to Captain Keppel, of the "Dido," in 1842, in the course of which occurs the following passage:

Rajah Muda Hassim's letter describing the Serebas and Sakarrans as pirates.

"This is to inform our friend that there are certain great pirates of the people of Serebas and Sakarran in our neighbourhood, *seizing goods, and murdering people on the high seas.* They have more than 300 war prahus, and extend their ravages even to Banjar Massion. They are not subject to the Government of Bruné (or Borneo). They take much plunder from vessels trading between Singapore and the good people of our country."

Sir James Brooke adds that he receives the report of all prahus captured, and all countries attacked by these pirates, and he can positively state that their depredations are extensive and unprovoked; that the ill feeling existing towards the communities of the Serebas and Sakarran arises in consequence of their piracies; *and no other cause of feud exists between them and the inhabitants of the various other countries and rivers on the coast.* Sir James adds, "that the piratical acts of the tribes of Serebas and Sakarran are so frequent, and so notorious, that any amount of testimony can be obtained thereto."

Who can say that Sir Christopher Rawlinson, in the presence of such an overwhelming mass of testimony, was wrong in coming to the conclusion that the piratical character of these communities was sufficiently established to form the ground of the judgment given by him at Singapore, on the 8th October, 1849? (A copy of this judgment is appended to the printed paper marked C.)

General Summary of the evidence on this head, in Sir James Brooke's own words.

Who shall say that the following animated passages from Sir James Brooke's statement (marked D, and annexed hereto) is not fully borne out by fact, stamped as it is with all the energy and vigour of a writer who feels the truth of every word that falls from his pen? It is, in fact, an admirable and succinct *résumé* of the whole of the evidence on this part of the case:

"The piratical character of the Serebas and Sakarran has been pronounced by English judges. It has been affirmed by the Sovereign and ruler of their country, pronounced by tens of thousands of voices of different nations from Banjan Massion to Borneo Proper; English, Dutch, Chinese, Malays, Dyaks, alike attest the fact, which is so notorious, that the native laughs when he hears that it is doubted.

"The slaughters perpetrated, the vessels captured, the towns pillaged, the men murdered, the women and children reduced to slavery—the former to worse than slavery!—are proved and recorded facts. These and such-like subjects are the common topics of conversation—the latest depredation of the Serebas is mentioned as the last horrid murder is mentioned in London. The first inquiry of the trader on arriving in port is, whether the Serebas are at sea. The fisherman dared not follow his vocation; the land below the defences of each town lay uncultivated; districts fertile once, were, and still are denuded of their population; trade was destroyed; the shores rendered unsafe; rapine stalked abroad, and no community was strong enough to cope single-handed with the pirates. The effects on commerce may be imagined: the unscrupulous sought profit in spite of danger, by dealing with the plunderers, and the produce brought to market was fit for a pirate to sell, and for a felon to purchase."

2. Was the expedition, terminated by the night of 31st July,

2ndly. Having disposed of the point as to the *general* piratical character of these tribes, it remains to consider what is the nature of the evidence as to

1849, a piratical expedition?

the piratical character of that particular expedition which terminated in the affair of the 31st July, 1849. As to this point the evidence is no less copious and conclusive than upon the former head.

Depositions taken before the Commission of September 1849, of Siup, the Sadong Malay.

Referring again to the printed depositions of the witnesses, taken before the Commission of September 1849 (paper marked C), we find Siup, the Sadong Malay, whose evidence has been before adduced with reference to the general piratical character of the Serebas and Sakarran, deposing in the following decisive terms as to the piratical and predatory nature of the very expedition in question. He says "that he was out with the pirate fleet which was attacked by the force under Commander Farquhar, and that there were thirty men in the same prahu with himself. The fleet consisted of 150 prahus. The Datoo Patingi of Serebas was the head of the fleet, and almost all the principal Malays of Serebas were also out in it. Many of the Sakarran people were in the prahus, mixed with the Serebas people. Very few prahus indeed had less than thirty men; many carried forty and fifty men, and some had a crew of seventy men. There were not more than four small brass guns in the fleet; but *each prahu carried a few muskets, and quantities of spears, swords, and shields.*"

As to armament, equipment, and numbers of the Serebas fleet.

Operations of the expedition, from its outset to its close on 31st July, 1849.

So much for the armament of the fleet. As to its subsequent operations the witness thus proceeds:

"This fleet, on leaving the Serebas river, proceeded to the entrance of the Niabar river, and remained there one night. From the Niabar the fleet proceeded to the entrance of the Palo, where it stopped the second night. From the Palo the fleet proceeded to the Bay of Lassa, and on its way there captured and plundered a trading prahu laden with sago—deponent saw the capture made himself. From the Bay of Lassa the fleet proceeded to the attack of the town of Mato, and near that town captured *two other trading prahus, one laden with sago, the other nearly empty.* The fleet attacked Mato, but were repulsed with the loss of ten men."

Capture of trading prahus.

Deposition of Barut, a Bornean, one of the crew of a trading prahu taken by the Serebas fleet at Mato.

The next witness is Barut, a Bornean, a mariner on board one of the two trading prahus spoken of by the last witness as taken off Mato (viz., the one referred to as being nearly empty): he deposes that his vessel was a large trading prahu just arrived from Singapore with a cargo of piece goods, and which having landed the greater part of her cargo, on her arrival at Mato, was lying anchored outside the defences, across the river. There was, he states, another large prahu there laden with sago, and bound for Singapore. "The Serebas pirates," he says, "captured, plundered, and burnt both these prahus; the crews escaped on shore." He then goes on to state how the fleet attacked Mato, and was beaten off, owing solely to the booms secured across the river below the town—a precaution which was taken for the express purpose of protecting the place against the people of Serebas and Sakarran."

Further depositions as to the number and kind of *arms* carried by the Serebas on the expedition.

Datoo Patingi Gaffuur (paper writing marked E), as to the nature and armament of the expedition, and its piratical character, deposes thus:—"The piratical prahus were armed; deponent saw lelas (small brass guns), spears, and other arms, also a great quantity of sago in the captured prahus."

Datoo Bandar Mudlana (same paper) says, that on the morning after the night of the 31st July, 1849, he counted on the beach seventy prahus of the Serebas and Sakarran; he saw also quantities of spears and other arms scattered on the beach, which the pirates had thrown away in their flight.

Deposition of Sir James Brooke as to the character, objects, and proceedings of the Serebas fleet as seen by him, 31st July, 1849.

Sir James Brooke, in his depositions (paper writing marked F), as to this point deposes "that he saw the pirate fleet passing the mouth of the Kalukka river; it took them fully half an hour to cross: the pirates *gave their customary war yell, and returned a shot fired at them from deponent's boat;* the number of captured prahus amounted to ninety-one, one of which deponent measured himself, and found to be 70 feet in length, and 8 feet 6 inches in width, and her complement could not be less than sixty men."

Their prahus different from trading prahus.

"Deponent has not the slightest doubt as to the piratical character of this fleet *from the nature of the prahus employed* ENTIRELY DIFFERENT FROM TRADING PRAHUS, *from the manner in which they were armed, and from the number of men engaged in it.* Knows perfectly the appearance of the Dyak prahus or prahongs from the Serebas or Sakarran, which these were. Deponent saw himself some small brass guns and quantities of other arms with which they had been armed."

Number of arms, &c.

Sir James then proceeds to state the substance of a complaint which had been made to him by the captain of one of the two trading prahus plundered off

Mato, as already detailed, and says, that after the dispersion of the piratical fleet, the account was confirmed *by the quantity of sago found, and which he* (Sir James Brooke) *himself saw in the captured prahus of the pirates.* Now, one word on the same testimony of Sir James Brooke, the truth of which it is presumed is not intended to be impeached. It is perfectly clear from his statement, that although the piratical character of the expedition was proved with a cumulative force of evidence *after* the capture of the armed prahus, loaded as some of them were with the plundered cargo of the sago trader, yet the fact that this was a piratical fleet was one which Sir James Brooke had the amplest opportunity of being convinced of *before* the engagement took place. He watched the fleet for half an hour passing the mouth of the Kalukka; he saw the size of the prahus, the nature of their equipment, and the number of their crews, all entirely different from a fleet of trading prahus. When a shot was fired at them from his boat, the fleet thus equipped and manned raised the customary war-yell of these tribes, and returned his fire. Is it to be contended for a moment that a man of Sir James Brooke's practised sagacity, well acquainted for ten years with the Eastern Seas, and by no means inexperienced in the appearance and movements of armaments admitted and adjudged to be piratical (see the case of the Serhassan hereinafter mentioned), cognizant, moreover, of the fact that a large fleet of the Serebas and Sakarran had very recently left their rivers, and that piratical acts had very recently been committed on these coasts, is it to be contended that Sir James Brooke under these circumstances was to allow these marauders to escape him, on the ground that he was forced to wait for further and more formal evidence of the fact that this fleet of armed war prahus, manned by tribes notoriously piratical, was actually engaged on an expedition which had in fact committed acts of piracy? To suppose that he could be in danger of confounding a peaceful flotilla of Dyak trading barks with a war fleet of the Serebas and Sakarran is too ridiculous. Even Messrs. Cobden and Bright, should they ever make a voyage below bridge, would be in no danger of mistaking a Sunderland collier for one of Her Majesty's war-steamers! Or is it to be contended again, as it has been elsewhere, that however clearly piratical this expedition might have been in its objects and in its acts, yet till it had positively insulted vessels under the protection of the British flag, the representatives of British power had no right to interfere for its repression? A position more untenable, or displaying a grosser ignorance of international law, could not possibly be taken. Piracy is an offence against that great universal code by which the relations of all the communities of the earth are regulated; in violating the rights of any one community, it offends against all, and all alike are charged with its chastisement. When this objection was hazarded by the Queen's Advocate in answer to the claim of Captain Keppel and the crew of the "Dido," for bounties in respect of execution done on pirates of these identical tribes of the Serebas and Sakarran in 1848, Dr. Lushington said:—It is utterly impossible that I can give any weight to such a suggestion. It matters not that they may have possibly entertained no inclination to bring themselves into conflict with the British power; *it is sufficient in my view of the question, to clothe their conduct with a piratical character, if they were armed and prepared to commence a piratical attack on any other person.*"—(Case of the Serhassan, 2 Robinson's Admiralty Report, 384, February 4, 1845.) Besides this objection, futile as it is on all grounds of law, does not even appear terrible in this case; in point of fact, the Serebas and Sakarran marauders with a war yell of defiance returned the fire opened upon them from Sir James Brooke's boat.

Plundered sago found on board. Comments on the effect of Sir James Brooke's deposition.

Piratical character of the Serebas' expedition necessarily known to Sir James Brooke before the attack of the 31st July, 1849.

To give power to the ships of any nation to punish known pirates, it is not necessary that such pirates should have first attacked or insulted the flag of that particular nation.

Opinion of Dr. Lushington in the case of the "Serhassan," 2 Rob. Adm. Rep. 354, 4th February, 1845.

On the whole it is submitted, that the evidence on this point is quite as conclusive as on the former. That it is established beyond all possibility of reasonable doubt, that the expedition of the Serebas and Sakarran tribes, terminated by the affair of the 31st July, 1849, was in the strictest sense of the term piratical. That Sir James Brooke, before the attack commenced, had the amplest evidence of that fact, short of actual demonstration; and that in planning and executing the attack, he was in the strict execution of that duty imposed by the Law of Nations upon all who exercise at sea the delegated power of any community whatsoever, of doing their utmost to suppress and exterminate all piratical marauders who, by the practice of plunder and depredation on the high seas, in a spirit of universal hostility, have placed themselves beyond the pale of the laws of war, and forfeited all claim to the rights of ordinary belligerents.

Résumé of the evidence on this point.

3. Sir James Brooke's conduct in the affair of 31st July, 1849, was in accordance with true policy, and with the general objects of his mission.

3rdly. If from the defence of Sir James Brooke's conduct in this affair, on the principles of the Law of Nations, we proceed to consider it with reference either to its general policy, or its accordance with the whole spirit of his mission and the true purport of his instructions, it will appear in every respect deserving of approbation.

That a horde of piratical marauders, like the tribes of the Serebas and Sakarran, who live beyond the sound of Exeter Hall, have no peace congresses, and would perhaps hardly appreciate even the unadorned eloquence of the present advocate for their free trade in piracy; that upon men in this benighted state no lessons can produce such an effect as the lessons of salutary terror, is hardly to be disputed. Attempt to reason a barbarian out of his barbarism, or to platform a community of pirates out of their piracy, and you preach to the winds and the waves, which will soon overwhelm you in their wrath. But let your message be heard in the thunder of a sudden judgment; show the power and the determined will to put down wholesale massacre by swift extermination; preach through the cannon's throat the stern edict which always finds a reponse in the wild justice of the rudest heart, "Whoso sheddeth man's blood, by man shall his blood be shed;" and "As thy sword hath made women childless, so shall thy mother be childless among women." Above all, do this with the unswerving promptitude of a fate swiftly and surely dogging the steps of every band of pirates and manslayers; persevere in this, and you will ere long, at the expense of an insignificaut amount of bloodshed, restore peace to the seas, commerce to the marts, and happiness to the homes of that Eastern Archipelago, which if once freed from this cleaving curse of piracy, might be the abode of communities flourishing in wealth, power and civilization, destined, perhaps, at some future time to embrace the religion and the language of that adventurous man, the Raleigh of the nineteenth century, who is now to answer for having commenced in earnest, by an act of just and well-timed rigour, this great career of amelioration and improvement.

Opinions of Mr. Earl (the oldest European visitor to the western coast of Borneo) on the policy of the measure of the 31st July, 1849.

All the observations of practical men on the spot bear out this view of the case. In Mr. Earl's letter already cited (paper marked A), he says (speaking with an experience of sixteen years in the Eastern Seas), "I feel convinced that the blow you have struck against the disturbers of the peace on the coast of Borneo *will do more towards the general pacification of the tribes of the Indian Archipelago than any event which has occurred since the earliest period of our intercourse with this part of the world.* Borneo, or rather the north-western portion of Borneo, on account of the protection afforded by its rivers, which lead far into the interior, was latterly the only country of the Archipelago in which piratical tribes could pursue their courses with any confidence. *That confidence is now destroyed*, and if the course of events is allowed to proceed without *disturbance on the part of misguided, though perhaps well-intentioned individuals ashore*, the tribes of the Archipelago will settle down to what should be their legitimate occupation, that of peaceful cultivators of those valuable products which the Archipelago can furnish in almost unlimited abundance."

Statement of the "Singapore Free Press" for February 1850, of the former and of the actual state of trade in the Bornean Seas, and the great improvement in security since the 31st July, 1849.

The following picture taken from the "Singapore Free Press" of February 22, 1850 (printed paper marked G), of the actual results which have already followed from the bold and decisive measure of July 31, 1849, show what might be expected from a resolute adherence to the same wise policy:—

"A few, a very few years ago, no European merchant-vessels ventured on the north-west coast of Borneo; now they are numerous and safe. Formerly shipwrecked crews were attacked, robbed, and enslaved; now they are protected, fed, and forwarded to a place of safety. The native trade now passes with careless confidence over the very same track between Malludu and Singapore, where but a little while ago it was liable to the peril of capture; the crews of hundreds of prahus are no longer exposed to the loss of life or the loss of liberty; and a degree of security now reigns so remarkably contrasted with the insecurity of past time, that we may well be tempted onward in a career recommended by policy and tested by experience. The recent successful proceedings on the coast of Borneo have been followed by the submission of the pirate hordes of Serebas and Sakarran; the previous relaxation of the system had led to renewed outbreaks of piracy, to fresh depredations at sea, and to the loss of many guiltless lives.

"What further evidence is needed on this subject?" the writer of the article proceeds to ask (and with his words this part of the case may most fitly be concluded); "or is it resolved, in spite of all, to sacrifice the innocent to the guilty, the trader to the pirate, the cultivator to the marauder, the peaceful to the turbulent, the oppressed to the oppressor? We are confident that the foolish, because ignorant, outcry which has been raised on this subject cannot long continue. It must be at an end as soon as people take the trouble to learn, or have fairly placed before them the real truth. *The same views which recommended the establishment of Labuan, will continue the course of policy calculated to extend our name and our commerce, and to eradicate piracy from the Archipelago.*"

4. Sir James Brooke's answer to imputation of mercenary views.

4thly. Insinuations proceeding apparently rather from personal malignity than from any public grounds, have sometimes been made against Sir James Brooke, of being actuated by mercenary views. It is not deemed likely that such attacks will find any organ in the House of Commons. Should however such be the case, the following extracts from letters received from Sir James Brooke, seem to furnish a complete answer:—

In a letter bearing date Labuan, February 1, 1850 (marked I), Sir James writes: "I may tell you in addition, that I offer a reward for every captive made" (*i.e. captured* instead of *killed*), "and pay from 5*l.* to 10*l.* for each; that I have had many this year; that they have been fed, clothed, and lodged by me, and returned to their families and country as opportunity offered; in short, I have laid out money for purposes of humanity, and to check the future depredations of the pirates without loss of life, and if I added the presents I have made to native princes, to attain public objects, I have spent the sum total of my official salary of 500*l.* per annum in the last twelve months, and have not devoted it to private objects."

Again he writes, with reference to the same class of attacks, under date Singapore, 5th March, 1850 (paper marked H):—

"When they talk of private motives of gain and wealth, tell them *that I am* 10,000*l. out of pocket* by Sarawak, and that the revenue of Sarawak is, like the revenue of any other place, applied for public purposes, and if it were twenty times as large as at present, I could dispose of it for public purposes, studying to advance the good of the country and the people, and to cement the foundations of a government which shall last when I have crumbled to dust."

5. Answer to the case of the captive female Dyak.

5thly. With reference to the charge that Sir James Brooke allowed a Lingu chief, one of his partisans, to carry away as his captive a female Dyak taken by Sir James in a skirmish with the Serebas, April 1849, the answer contained in the depositions taken at Sarawak on the 27th February, 1850 (paper marked J), is perfectly clear and explicit, viz., that the woman on being captured was offered protection by Sir James Brooke, but that she, being by birth a native of Lingu, and kidnapped thence in her youth by the Serebas Dyaks, with whom she had since been living, elected to go back with the Lingu chief to her own country, in preference to going to live at Sarawak, under the protection of Sir James Brooke.

It is trusted that the above statement, which has been curtailed as much as possible, to bring it within moderate limits, will be found sufficient to answer any attack that may be made on Sir James Brooke in the House of Commons.

Copy of a Letter from Sir James Brooke to Sir Edward Belcher, written in 1843, *and forwarded to Her Majesty's Government.*

My dear Sir Edward,

I will lay my views before you as briefly as the subject will permit, commencing with what I conceive our interest in Borneo Proper. Whatever the British Government desires or demands, they can readily obtain for a little money or a little protection; but supposing there be nothing to demand, I conceive it would be politic to maintain an influence which might exclude other

nations from forming establishments, and be made available whenever required. A brief general Treaty might effect this, which should tie the Government to little or nothing. To render this Treaty of avail, we should recognise some chief or head in Borneo Proper, as the *de facto* ruler of the country; for at present the Government is nominal, or something worse, as each man of rank is at liberty to do as much mischief as he pleases. This Chief ought, if necessary, to meet with support. The boats of the Samarang would be more than sufficient to establish, and by occasional visits maintain, his authority. An established authority would lead to the opening of trade in Borneo Proper, and give us the *entrée* into the country, and the virtual ruler would be, in fact, a British servant in disguise. A few presents and a little civility will do everything. Muda Hassim I conceive the fittest person for this office. He longs for and desires our support. His brother Budrudeen is English, and ready to do whatever he is told; for he has such fine abilities that he sees plainly that the Government of Borneo cannot exist without external aid. The Sultan is an idiot, and ruled by every vagabond about him. Pangeran Usop, a clever man, has some influence, and might, with management, be made to act with Muda Hassim and under him, and if not, might be set aside. This I conceive is the most feasible plan of keeping the Bornean Government firmly in one interest.

The coal you will judge of yourself; but I feel sure that, in the state of society at present existing, there can be no hope of any steady supply at reasonable prices, unless there be a Goverment port at Labuan, or some of the adjacent islands. When in Borneo Proper last year, I declined even looking at the beds of coal, as I did not wish to give any exaggerated ideas of their value. The rivers between Borneo Proper and Sarawak are numerous, and a great many of them are quite beyond the control of any Government, and never pay any tribute to their own Rajahs; many likewise are piratical. Supposing the Treaty formed with Borneo, the same force which protected Sarawak and guarded Borneo Proper would be well employed in making an impression in all those places, punishing the pirates; threatening the bad, and supporting the well-disposed; and by a good advice and gentle coercion, forming something like a protective Government for the poorer classes. The piratical Dyak tribes would, when humbled, become valuable communities from their industry; and their vices are the vices of impunity and bad example.

You must bear in mind, too, that the vices of the poorer Malays originate in bad government, and are by no means inherent in their character. I feel assured myself that most would disappear when they lived under their own nominal Government, if their Government refrained from gross oppression. You have seen enough of the Dyaks of the hills to judge how important and desirable a protection to them it would be on every account.

Through this sort of indirect influence, the yearly revenue of each river payable to the Bornean Government might be fixed; and whilst the rulers of Borneo would receive what is their due, the population of the rivers would be protected from their rapacity. One established as I have proposed, a hint would be quite sufficient. The same policy might be extended to the northward by degrees, and highly piratical communities reclaimed. The northern parts of the island are a prey to every marauder who can seize on territory and support himself.

Before coming to the Sarawak question, I wish to say something of the trade, as I particularly desire to prevent any misconception on that head, or the entertainment of any exaggerated hopes of immediate profit for every merchant who adventures a cargo. In my opinion of the fertility and richness of Borneo, I am supported by every authority on the Archipelago; but it must not be conceived for an instant that its rich produce is immediately available; nor must English adventurers fancy that a vast field will be open for British manufactures, merely because the British flag is hoisted. Heaven knows injury enough has already been done to individuals by a rush to various markets; and you will, I am sure, do me the justice to believe that I would on no account make myself a party to any delusion of the sort. The trade with the Island of Borneo, over and above that portion which yearly finds its way to Singapore, has yet to be called into existence, and of course its development in time will depend upon the means employed; but a gradual and steady advance is preferable to any chance of giving rise to a bubble which injures hundreds. The merchants of Singapore, who are as acute as merchants generally are, know well

that it is a dead loss to trade with native Princes or native Governments; but I may add that two wealthy natives, one a Parsee, and the other an Arab, are anxious to enter on this field of trade under my poor auspices; and it was my intention, before I heard you were coming, to have formed a loose sort of Commercial Treaty with the Rajahs of Borneo Proper, protecting any British vessels resorting to their capital, from injury, introducing a ready-money trade, and guaranteeing to the Sultan and Rajah Muda Hassim a fixed rate of port-dues.

Of Sarawak I will endeavour to write as candidly as I can; and as you are already acquainted with the position I hold, and the amount of authority I possess, it will not be necessary for me to touch upon those points.

The amount of population has been steadily increasing, and the prosperity of the people is a source of satisfaction; and though many obstacles have been encountered, they have likewise been overcome. The chief obstacle has been the numerous rapacious Pangerans or petty Rajahs, who, by their intrigues, sought in every way to embroil me, and whose followers were the principal source of crime and oppression. These, by a stretch of power, I ordered out of the country, and since their departure I have had little trouble in administering justice.

Another point gained has been preventing the Dyaks making war one upon another, and in affording them protection from the rapacious system of taxation already described in my printed letter. Indeed, the Dyak population, beyond the small fixed tax in rice, is relieved from oppression, and presents a pleasing picture of content and prosperity. Taxes I have not exacted, either from the Malays or Chinese, and the time is hardly arrived when they could be imposed with advantage. But in lieu of taxes I exact the services of the Malays, when necessary, for clearing the immediate sea-coast from pirates.

The Chinese have been successful in procuring gold-dust, but in what amount I am not able to ascertain. The fact however is certain, from their increase, and the arrival of their wives and children from Sambas.

What I have already remarked about trade applies to this place as well as others, and the principal causes of its slow advance are my own indifference and reluctance to risk capital. My holding the monopoly of antimony ore (which though in my case absolutely necessary) is certainly a great drawback; and the continued residence here of Rajah Muda Hassim: for the distrust of the natives generally is so great towards their Rajahs, that few dare venture to trade where any of them are present. These causes are, however, temporary, and the establishment of a permanent state of things would attract capital and increase trade.

It will, however, be evident to you that little advantage can accrue from merely drawing the portion of the trade which finds its way to Singapore to this place, and that the object to be desired is to create fresh sources of commerce by the development of latent resources both mineral and vegetable. Without capital this cannot be effected, and the progress must necessarily be slow. It must likewise be borne in mind that prices here will always (upon European manufactures especially) be regulated by the standard of the Singapore market. I may mention likewise that the principal branch of commerce, and one most readily opened, when confidence be imparted, will be the junk trade of China, and through this source the country will be peopled by Chinese immigrants, and an outlet found for British manufactures.

From the situation of Sarawak it commands in a great measure the trade with the countries in the interior of Pontianak and Sambas; the natives of which countries (particularly the Chinese) are debarred, except at exorbitant prices, from most articles they value.

It is difficult to point out in what manner an efficient protection could be afforded, should Her Majesty's Government do me the honour to interest itself in the position I at present occupy. The first point that suggests itself is that the Government should require Sarawak to be ceded to the British Crown; but Government ought not to have a paltry Colony any more than a "little war," and the expense on a large scale would be great, with no immediate prospect of defraying the charges incurred.

The second mode would be by forming a public company, with sufficient capital to enter on the task efficiently. This company, by apportioning the land to smaller respectable settlers: by encouraging Chinese immigration; retaining

a monopoly of antimony ore, and a right over the Suntak river, where diamonds are found; by trading generally, and after a while imposing a tax or farm upon opium and some other commodities; might derive a sufficient return for its money, and gradually acquire a settled revenue and extend our power. A company would, however, necessarily require the support of Government, and it cannot be concealed that should a large amount of British capital be embarked the Government would in a measure be compromised.

The last method is to allow me to proceed gradually in my endeavours to bring the resources of the country to light, and it is superfluous to say that the slightest assistance from Her Majesty's Government will be of the greatest importance, and afford a security which cannot otherwise be hoped for. I must confess myself that I should like much to be relieved from the chances of an exhausted exchequer, for although up to this I have managed pretty well yet as we advance, the expenses will probably become heavier.

A steamer, however small, sufficient to keep open our communications with Singapore and to repress piracy, with the occasional presence of a ship of war, would be a great deal; and of course as much more assistance as I can get I shall be thankful for. You are, however, a better judge on this point than I can be; and I can assure you that whatever will advance the interest of the country, I shall always most cheerfully accede to.

I have now I believe mentioned every point of any consequence, and I am anxious that the real position I occupy should be known to you, stripped of all exaggeration and false colour. I am anxious to understate what may be the advantages resulting, rather than excite false hopes, which end in disappointment and cause a dangerous reaction.

If there should be any other points on which I can afford information I shall be most happy to do so, and I feel sure you will give me credit for being anxious to advance a cause which I seriously believe will confer the highest benefit on the natives, and ultimately prove advantageous to our own country.

Believe me, &c.

(Signed) J. BROOKE.

Memorandum relating to Sir James Brooke's appointment of Commissioner and Consul-General, handed to the Commission by Mr. Grant.

The Government of Lord John Russell was fully and minutely aware of the position occupied by Sir James Brooke at Sarawak.

Sir Edward Belcher was ordered to visit Sarawak in 1843, expressly for this object, and reported upon it.

Sir James Brooke has handed to the Commission the copy of a letter addressed by him to that officer, which will prove not only that his intention had been directed to Sir James Brooke's position, but further that he dealt candidly with the Government regarding the policy to be pursued, and the prospects of the country. The responsibility of the appointment must therefore attach to the British Government, and it will be necessary for Sir James Brooke to state to the Commission the circumstances under which it was made in 1847, and continued till 1853.

Lord Palmerson conferred this appointment upon Sir James Brooke as a reward for the services he had already rendered. Lord Grey has since declared that the appointment he held in the public service was unprecedented. Sir James Brooke always declared that the appointment of Commissioner and Consul was one which he accepted for the public good, but held with reluctance.

In 1847, a few months after the appointment had been conferred, Sir James Brooke verbally acquainted Lord Stanley of Alderley how little befitting it was was with his position at Sarawak. The objection at this time was over-ruled, in consequence of the appointment being joined with the higher office of Governor of Labuan.

In 1852 (when that office was abolished), Sir James Brooke verbally represented to Lord Malmesbury, and to Lord Stanley of Bickerstaffe, that he could no longer hold the appointment of Commissioner and Consul-General, on account of its being incompatible with his position at Sarawak.

In February 1853 he verbally informed Lord John Russell, then Secretary

of State for Foreign Affairs, his intention to resign, as the retention of this office would lower him in native estimation.

Sir James Brooke repeated this in writing in a demi-official form, and in the month following he consented to retain the office, solely for the purpose of furthering the present inquiry, at the request of the Earl of Aberdeen.

These were the circumstances under which the appointment of Commissioner and Consul-General was conferred by Lord Palmerston, and held by Sir James Brooke.

(Signed) C. T. C. GRANT,
Secretary to Sir James Brooke.

October 24, 1854.

[A No. 3. Handed in by Sir James Brooke, October 25, 1854.]

A Vindication of his Character and Proceedings, in reply to the Statements privately printed and circulated by Joseph Hume, Esq., M.P. Addressed to Henry Drummond, Esq., M.P. By Sir James Brooke, K.C.B., Rajah of Sarawak. London: James Ridgway, 169 Piccadilly. 1853.

LETTER I.

My dear Sir,

Mr. Hume has printed a pamphlet, containing a repetition of all the charges, which for several years he has preferred against me; and, although I had resolved no further to notice what this gentlemen might either say or do, I have, on reflection, changed my mind, in the hope that my present labour may tend to my future ease; and that it may afford to all those who really desire to make themselves acquainted with the subject, an easy reference to the documents connected with it.

It is, however, necessary, in the first place, to explain the circumstances under which this discussion arose, and whence it has since been protracted to an interminable length, and a perplexing entanglement to the cursory inquirer.

In 1848, I was encouraged by the public approbation, by memorials from the principal commercial associations in the kingdom, and by the express sanction of the Government of the country, to undertake a decisive course of policy for the suppression of piracy.

In 1849, in pursuance of this duty, the punishment of the Serebas pirates, —a measure both previously and subsequently approved by Her Majesty's Ministers—was successfully accomplished. Mr. Hume then, for the first time, stepped forward as my public accuser in Parliament. Ample time was afforded him to collect all the evidence on the subject which could be procured; and no effort was spared to render it of a sufficiently condemnatory character, to justify a demand for inquiry. Mr. Hume's motions were fully and solemnly discussed, in 1850 and 1851, and on both occasions they were rejected by nearly unanimous majorities, conclusively demonstrating the sense of the House of Commons and of the country.

It appears to me a grievous injury inflicted on an individual and on the public interest, to repeat the same charges with the absence of testimony; and in order to prove the injustice of the course pursued by Mr. Hume, I need only recapitulate the accusations which, session after session, and year after year, he has heaped upon me. The first grave charge which Mr. Hume advanced, was to the effect, that *I had massacred innocent people, falsely asserting them to be pirates.* This charge having for a time been dismissed, he endeavoured to prove that I was a merchant, whilst engaged in the public service. He next asserted that an unnecessary loss of life had been inflicted in the action of July 1849: he afterwards cavilled at the title by which I hold Sarawak—he has accused me of cold-blooded murders—he has denounced me for neglect of public duty—for abuse of official power—for impeding the progress of commercial enterprise, and for establishing a trading monopoly—and added to this frightful category of crime and of misdemeanour, he seeks to convict me "out of my own mouth" of bad motives, ambitious designs, violence, tyranny, falsehood, injustice, and petty larceny.

Never probably before has a civilized man been so unfortunate as to have

charged upon him, at one and the same time, so varied a list of offences; and yet a repetition of these charges is to be found in the pamphlet *privately printed and privately circulated, with letters of recommendation,* from Mr. Hume, addressed to exalted personages, whose ill opinion would most injure me, and best advance the object at which he aims.

I will leave it with impartial persons to decide whether such a course can be reconciled to the principles of justice, to the maxims of English law, or to the sense of English fair play; and I shall content myself with the remark that, in my opinion, Mr. Hume impedes his own success, and prevents the possibility of a fair inquiry, by the indiscriminating extravagance of his assertions, and by the virulence with which he urges them against me. It is true that he has with a clumsy solemnity staked his public reputation, on the purity of his motives; but in doing so, he has overlooked what others cannot fail to perceive: namely, the *deep personal interest he must have in establishing the charges he has preferred; for if I be innocent, then Mr. Hume is guilty*—guilty of the serious offence of repeating accusations, alike the most grave and the most trivial, against his fellow man, upon evidence which has been twice weighed by Parliament, and twice rejected.

I am desirous, however, of avoiding Mr. Hume's acrimony of expression. I am not willing to give him credit for being ignorant of the real motives which actuate him; and I am inclined to plead in his favour *that pertinacity of will* which is too often the misfortune, and not the fault, of advanced age.

I propose referring in the notes to the sources for procuring complete information on the various subjects under discussion; and in refutation of the first charge, of the massacre of innocent people, I shall content myself with an array of the positive testimonies to establish the piratical character of the Serebas community, and the specific acts of piracy committed by it.*

1. Mahomed Kassim, piracy thirty years ago.
2. Mr. Windsor Earl, 1836.
3. M. Cornet de Groot, 1839, Secretary-General to the Netherland Colonial Minister.
4. Sir James Brooke, 1839, 1840.
5. Captain Keppel, 1843, 1844.
6. The Rajah Muda Hassim, 1843, 1844.
7. Mr. Church, 1843, Resident Councillor of Singapore.
8. Tay Song Que, Commander of a Chinese vessel.
9. Colonel Butterworth, 1844, Governor of Singapore.
10. Dawich
11. Mahdout } Commanders of prahus from the north-west coast of Borneo.
12. Admiral Sir Thomas Cochrane.
13. The Sultan of Borneo
14. The Pangeran Makota } Subsequently to the action of 1849.
15. Mr. Louis Jackson, Civil Service of Bengal, 1849.
16. Mr. Urban Vigors, 1852.
17. Siup, captured after the action.
18. Abang Bit
19. Abang Buyong } Serebas men.
20. Asin, a Chinese formerly of Sambas.†
21. The decision of the Court of Admiralty in Singapore.‡

To this list, I may add that in 1850 I received the approval of Her Majesty's Ministers, with instructions from Lord Palmerston to repeat the same measure when it should become necessary.§

* Papers presented to the House of Commons relating to Piracy; Foreign Office, February 5, April, June 11, August 15. Notices Historiques sur les Pirateries, 1816 to 1845; presented to both Houses of Parliament, July 1851. Additional Papers respecting the operations against the Pirates, presented to both Houses, 1851. Borneo Piracy—Further Correspondence, presented to the House of Commons, June 30, 1852 (in continuation of Papers presented March 23, 1852). Colonial Office: No. 378, June 6, 1851. Admiralty: presented to the House of Commons, February 11, No. 52; April 15, No. 239. Vide Note signed D. B. Woolsey, 1851; November 15, November 16, 1852. Hansard's Reports, July 10, 1851. "Edinburgh Review," July 1852—"Visit to the Indian Archipelago," by Captain the Hon. Henry Keppel, R.N., chap. 9 to 14.

† The Parliamentary Papers will furnish more depositions than are here noticed

‡ If the decision of a Court of Justice on a simple matter of fact is not conclusive, where is the safety of the subject? where the right of property to be insured?

§ Parliamentary Papers: Foreign Office, moved for, but not yet presented to the House of Commons, 1853.

I need scarcely tell Mr. Hume that *a fact cannot be more than proved*, and if this fact be not established, there has not been, nor can there ever be, an established fact in the world.

On the second charge, of the unnecessary sacrifice of life, I reply:

That there is no testimony whatever in support of it; as Mr. Urban Vigors, who was formerly asserted to be an evidence in its favour, has now stated as follows: "No man (writes this gentleman) can entertain a greater horror of unnecessary bloodshed than I do; and yet I do not for one moment hesitate to express my most unqualified approbation of all that was done in that expedition; the lesson was a severe one, but I am satisfied that it was necessary."*

It is proved that I was several miles from the scene of action—that the following morning I stopped the pursuit, and rejected a proposal to effect the destruction of the pirates;† that rewards were given for prisoners; that they were well treated, and after a time dismissed to their homes.

I was not a witness of the action, and had no control over it; how then could I, in any case, be held responsible for what occurred?

The third charge is for murder.

Crimes were committed in Sarawak of the most aggravated character,‡ causing a loss of life, and threatening the peace of society by the defiance of a humane law, forbidding bloodshed. The criminals were tried and executed, after the deliberation of several days, and *this*, because the trial was not specifically mentioned in a desultory diary, has been termed "*murder*," with a view to my ruin, under circumstances of peculiar and premeditated treachery! §

Mr. Hume has still another story, advanced on the authority of a Singapore paper: "that in 1846 by uttering the words, *let them die*, I ordered, or caused to be put to death, without any form of trial, three prisoners taken in the attack on Bruné." I do not envy Mr. Hume *the authority* on which he has advanced so grave an accusation, and he must surely himself allow, that if a public man were on every occasion to resort to a legal remedy to acquit himself from the imputations thrown out against him, that the business of the country would be impeded, and the Courts of Law kept in constant employment. The editor in question has been repeatedly challenged to produce proof, or to name his informant, but has never done either; and yet this barren assertion, contained in a newspaper, Mr. Hume considers a sufficient ground to warrant him in demanding a parliamentary inquiry.

The real circumstances I must briefly relate:

The men mentioned were not made prisoners by the English force, but were subsequently arrested by the order of Pangeran Moumein, and others, who were administering the government of the city, whilst it was occupied by the naval Commander-in-chief. The fact was notified to Sir Thomas Cochrane, who declined interfering with the administration of justice, and the criminals, who had been actors in the murder of a branch of the Royal family, were executed, we may presume in accordance with the usual procedure in that country.

For myself, I may say, that I knew neither the names nor the persons of the men mentioned, and neither uttered the words, "let them die," or "let them live;" being ignorant of the circumstances which induced the arrest or the execution.

Letter II.

My dear Sir,

On the fourth charge, namely, that I have been engaged in trade whilst holding a public office, I must dwell at somewhat greater length.

If by a merchant be meant a person who buys and sells for his own profit, then I have never been a merchant at all.

In the year 1845 I was the unpaid agent of the English Government; in

* Parliamentary Papers: Foreign Office, moved for, but not yet presented to the House of Commons—"Visit to the Indian Archipelago," Appendix.

† Statement of Captain Farquhar.

‡ Parliamentary Papers: Colonial Office, presented to the House of Commons, May 17, 1852, No. 357, pp. 117, 118.

§ Idem, p. 117.—Letter from Mr. J. A. St. John and the Rev. Francis Mc Dougall.

1847 I was appointed Commissioner and Consul-General; and in 1848 became Governor of Labuan.

With these dates, the following brief narrative will be better understood:

In 1841, I stated that the yearly expenses attendant on the government of Sarawak would be from 4,000*l.* to 5,000*l.* I disclaimed all personal views of advantage, and offered the country to the English Government, or to others, able, if willing, to enter on the task: I declared that I sought to advance an object, which I considered to be recommended both by policy and humanity, and "after devoting time and fortune," I hoped that "having borne all the brunt, I should not be left to bear the burden likewise." Should I, however, fail in arousing sympathy, I professed my readiness to proceed without help, although, as I then wrote, "*I must seek to raise the necessary expenses by entering into trade, in which case my position would be less influential and less useful than it would otherwise be, and my attention distracted, by details foreign to my principal object.*" *

In this early stage of my undertaking, I might have been justly styled a merchant ruler (no uncommon character in those countries), resorting to trade in order to supply a deficit in the public revenue; but I could never, in the received acceptation of the term, be called a merchant, engaged in trade on my own account, or for my own profit; for, on the contrary, so late as the year 1851, there was *an excess of expenditure over receipts, which I willingly made good from my private fortune.*

Before confidence was established, and the measure could be justified by the general increase of prosperity, the imposition of additional taxes would have disturbed the population of the country; and the trading on Government account, for the same reason, was left entirely to the option of the natives, who were always permitted to dispose of their produce to the highest bidder.

There is the clearest and fullest testimony of my reluctance to avail myself of this means of defraying a portion of the inevitable expenses of the Government, and of my efforts to absolve myself from the responsibility, by placing the revenues of Sarawak upon a more permanent basis.†

This object was finally accomplished on the 1st September, 1846; the trading operations on account of Government were finally closed; and the antimony mines and opium farm, &c., leased for five years.

I cannot close this portion of the subject better than by quoting three short extracts from the correspondence at that time carried on between my agent in England and myself. The first bears date the 4th December, 1845, when I wrote as follows:

"At the same time you must bear in mind that, if you endeavour to keep me mixed up in trading matters, that you cannot expect success, for you must work with the grain and not against it, and *you well know that, from my temper, habits, and education, I am averse to and incapable of all matters relating to commerce. I assure you I would rather return to England, and live in poverty and retirement, than continue subject to the fluctuations and anxieties of commerce. You may be sorry for this, but you cannot alter my nature or my feelings, and you will therefore, I am sure, seriously put your shoulder to the wheel, to clear me from my present position.*"

What that position was, may be judged from the following extract, dated on the 16th March, 1846:

"I consider myself (I wrote) representing the government of Sarawak; and a government with a moderate sufficient revenue is more stable than with a larger one subject to fluctuation."‡

* Letter addressed to James Gardner, Esq., published in 1842, pp. 5, 6, 36, 37, 38, 40.

† A voluminous private correspondence, a small part of which has been published in the Appendix to the Report of the Army and Ordnance Committee.

‡ The following extracts from my correspondence with my agent will further prove my views and sentiments:

October 15, 1845.—"I cannot soar about money matters, and my mind is seriously disturbed and injured by the fluctuations, and even the *very discussion of commercial matters*, in which I am mixed up. This then my desire should be effected as soon as possible."—My desire was to be relieved from responsibility, by the release of the mines, &c.

February 10, 1846.—"I am not blind to the advantages that might accrue to myself, nor do I undervalue riches, but I cannot be swayed by them. Did such considerations sway me, I should be unfit to be where I am; and had they swayed me, it is most probable I should not be here at all. All the advantages which may accrue from farming of antimony ore, &c., you can share with others, who are capitalists. I want nothing beyond what I have stated at present—the due reward of my

To this communication my agent replied on the 24th June, 1846:

"The accomplishment of your wishes (he stated) on this subject *will, I trust, terminate the anxiety you have so frequently expressed to be clear of all matters connected with trading, as you can now pursue, with undivided attention, the measures you may consider best calculated to benefit your adopted country!*"

The revenues of Sarawak are distributed amongst four different departments, administered by three native Datoos, or Chiefs, and myself: they are derived from a fixed rice-tax, the lease of the antimony mines, an opium farm, a spirit farm, a tax on killing pigs, a tax on working gold, ground rents, fisheries, fines, and other small items; and that portion of this revenue, with the disbursements of which I was formerly entrusted, amounts to about 5,000*l.* per annum.

To raise Sarawak to its present prosperous condition, I have expended from my private fortune a sum certainly not less than 20,000*l.*, and my relations, therefore, with the country are twofold, firstly, as its ruler, and secondly as a public creditor.

Previously to the year 1848, I received from the revenues a yearly sum for my personal expenses, varying from 300*l.* to 500*l.*; from the commencement of 1848 to October 1851, I took nothing; and from October 1851 to the close of 1852, I have drawn at the rate of 1,000*l.* per annum.

This is substantially the state of affairs at the present time: as a public creditor I have not been hard; I have never desired to charge interest on the money I have advanced, and when the country can afford to repay it, I shall have no claim on its revenues, and shall be content with such a sum as may be yearly apportioned, to maintain the position which I now hold.

Having premised thus much, I shall confine the explanation with which I must still trouble you, to the department of government, which I once superintended, in Sarawak, but which, since I accepted an appointment in the public service of England, has been more efficiently superintended by my relative, Captain Brooke.*

The charges to be defrayed are similar to those in other countries. Payment of interest on the public debt, *excepting what is due to me,* public establishments and salaries, charities, improvements, public buildings, roads, army,† navy, police, &c.; and the amount I have before mentioned, of 5,000*l.* per annum, is mainly derived from the opium farm and the antimony mines.

A brief detail, therefore, of these sources of revenue will enable you to judge whether a monopoly exists in the legal and injurious sense of that word, or whether I can justly be said to be engaged in trade whilst holding office under the government of this country.

1st. Opium. This branch of the revenue is superintended by an officer appointed for the purpose, and is a fiscal regulation for the retail sale of opium. The farm is leased to responsible persons for a stated monthly sum, or should

labour; and I look forward to increase *my revenue, together with the prosperity of Sarawak.*"—I had stated the rental for the antimony mines, opium farm, working diamonds, &c., &c., at 2,500*l.* per annum.

"*No man relinquishes the golden dreams you have held up to my eyes without a sigh; no man would relinquish them, excepting from a sense that he was doing right.*"

Then, again, on the 1st March, 1846, after alluding to the proposed Company, by means of which I was to become "*one of the wealthiest commoners in England,*" I wrote as follows:

"You may rightly reap an advantage from this, or any other enterprise of a similar nature, but so essentially different is the position in which I am placed, that I could not do so without the loss of reputation, not only in the opinion of the world, but likewise in my own estimation. *I am pledged to the good government of Sarawak, and I am bound not to risk the welfare of this people for any motives, whether of cupidity or ambition.* I repeat again, I can in no wise participate in profits which may arise out of the formation of a Company, or any other project, which may be started in England, *for it is incumbent upon me to remain independent.*"

The truth is, that previously to these projects being started, and the offer made me of realizing vast wealth—"*a princely fortune*"—by my participation in them, I had never seriously considered the duty which I had to perform towards Sarawak, and, I may add, towards England—circumstances altered with a rapidity unknown under established Governments—to afford protection to Sarawak, and to save myself from the ruin which threatened, I would, in 1842 or 1843, have made over the government, which had cost me thousands, to a Company, for a few shares in the scheme; but in 1846 I would not have done so, for the people were happy, difficulties and dangers had been surmounted, and there was an approach to the permanency which I desired in the state of things. The difficulties of my position, with the change of circumstances, should be borne in mind, when a judgment is formed of any particular event, as separated from the general course of my career. I leave these extracts—a few amongst many of the like tenour in my correspondence—to the consideration of the candid reader.

* A portion of the time by another gentleman.

† The full complement of the standing army is twenty-four men.

such persons not be found to undertake the entire management, there are one or more farmers who receive opium from the government officer, which they are licensed to retail, and which they account for at a fixed price. I must add that the opium farm in Sarawak is identical in principle, and nearly so in its details, with the same farms in Singapore, Malacca, Penang, and Labuan; that the Governors of these Settlements have never been accused of trading, and that this fiscal arrangement in no manner interferes with the wholesale import, export, or sale of opium.

2ndly. The antimony mines. It will be at once evident that a *proprietary right to the mineral productions must exist in every country.* The antimony ore of Sarawak does not belong to private individuals, and has, since its first discovery, been treated as the property of the State.

The merchant, formerly, wishing to purchase the ore, dealt with the ruler of the country, and it was for this ruler that the population were once *forced* to procure it. *They were driven to labour,** and very inadequately remunerated. Trade, as I declared in 1841,† was a "curse instead of a blessing," and led only to the oppression of the poorer classes. When I took charge of the government of Sarawak, I retained the antimony ore as a means of revenue, but I freed the people from compulsory labour, and quadrupled the price paid for the article. The antimony mines have been leased since the year 1846,‡ and the only right claimed for the government of Sarawak or for the lessees, is, that they may be permitted to dispose of the ore in the market where it will fetch the highest price.

Antimony is the produce of other places in Borneo. The freedom of trade is guaranteed by Treaty, and I possess no power to prevent the natives working the mines, should they desire to do so. My character would be sunk in European estimation by any such attempt, and my influence over the native mind destroyed by it, and there could be no temptation for me; for should the ore of another locality supersede the ore of Sarawak, the loss, in the first place, would fall on the lessees, and the revenue now derived from that source, which amounts to 2,000*l.* per annum, would be as readily obtained by the imposition of a tax upon salt, by an additional tax upon rice, or by any other means. Sarawak, from the increase of its population and its trade, and from the increased confidence and prosperity which reigns, would yield a revenue far exceeding what is now collected—it is, *because I have refrained from imposing burdens on the people which they would bear without complaint—because I have expended a large sum to advance the welfare of the country—because my habits, temper, and education, render me averse to all matters connected with commerce—because I have never kept a private account in my life—because I have but rarely and cursorily looked at public accounts, and because the surplus revenue (when it shall accrue) would not belong to me personally, but to the State of Sarawak; it is because of these things that I am accused of engaging in trade whilst holding a public appointment in the service of England.* You may, my dear Sir, now decide whether a monopoly has been established,§ or whether the indirect administration of a public revenue can with justice be confounded with the personal obligations of trade.

Letter III.

My dear Sir,

The fifth charge urged by Mr. Hume rests on a complaint made by Mr. Burns, of my having impeded his trading operations in the Bintulu river. Mr. Nicol (a partner in the firm of Messrs. Hamilton, Gray, and Co.), the employer of Mr. Burns, has stated that "as the speculation was a mere delusion, he made up his mind to have nothing more to with it," and "he emphatically denied that I ever, to his knowledge, evinced the least jealousy of the

* Keppel's Narrative, vol. ii, pp. 204, 205. "The Dyaks were compelled, amidst other wrongs, to labour at the ore, without any recompense. Many died in consequence of this compulsory labour." This is what some persons are pleased to describe as Free Trade!!

† Letter to James Gardner, Esq., p. 21.

‡ With a brief interval only.

§ The following is an extract from a letter from Messrs. Shaw, Whitehead and Co., the agents in Singapore, to Messrs. Melville and Co., the lessees of the antimony mines in Sarawak, June 14, 1847:—"We note your *remarks on the subject of raw sago; it might be against the principles of free trade established in Sarawak to make a monopoly of the article.*"

undertaking, or attempted to thwart it; but, on the contrary, that I was willing to promote it as far as lay in my power."* It will be necessary, however, for me to dwell briefly on some of the allegations made by this unfortunate young man, in order to show the nature of the charge which rests on his authority, as opposed to that of his employer, Mr. Nicol. He stated, in a letter addressed to Lord Palmerston, dated June 28, 1851, that during my absence in England a letter had been sent from Sarawak menacing *the Chiefs of Bintulu should they permit a white man to reside in their country.*† This letter Mr. Burns stated that *he heard read* early in the year 1848, although no complaint was made relative to it until June 1851, whether to his employer or to Her Majesty's Government. So important was this letter considered, that a *sum of* 80*l. was offered for a copy,*‡ by Mr. Motley, the superintendent of the Eastern Archipelago Company, and Mr. Burns subsequently offered money for it when in Bruné for the last time. Whether they succeeded in obtaining the information which they sought must continue a matter of doubt; but the truth of Mr. Burns' statement may now be judged by *the copy of the letter which has been forwarded from Sarawak.*§

It is further asserted that a second letter was sent by me to Bintulu, in the "Phlegethon" steamer, which Mr. Burns likewise *heard read*, and which ordered the Chiefs to turn him out of the country. In reply, it is enough to say, that in 1848, when *the events occurred they were not mentioned;* in 1849 they were stated to be "*rumours*" *which Mr. Burns* "*was led to believe;*" and in 1851 *are discovered to be facts, all along well known to this same person.*‖

I am obliged, however reluctantly, to notice another subject connected with a statement referred by Mr. Hume to the Earl of Derby, on the 28th February, 1852.¶

On July the 30th, 1851, Mr. Motley joined Mr. Burns aboard the "Dolphin" schooner off La uan. It is probable that on the following day the "Dolphin" sailed for Bruné, a distance of fifty miles, the last fifteen being a difficult river navigation. On the 4th of August Mr. Burns and Mr. Motley were in the palace of his Highness Omar Ali, and on the 5th at anchor below Palo Chermin, having left the city, *whence they addressed to Mr. Hume a statement of the complaints alleged to have been made by the Sultan against my proceedings,*¶ in the presence and hearing of Pangeran Mumein, Prime Minister of Bruné, Pangeran Makota, &c.

The dates will prove that trade was not the object of the visit. Mr. Burns proceeded on a trading-voyage to Malludu Bay, where his vessel was captured and he himself was murdered, by Lanun pirates; and on the recovery of the vessel, amongst the papers aboard were the two following extracts from a journal kept by the deceased:—

"July 30, 1851.—Mr. Motley came (from) Coal Point to-day, and wishing to go to Bruné with me, said he offered the Sultan two hundred dollars for the Bintulu letter."

"August 4th.—*Got the Sultan and Mumein, &c., to promise to write to the Queen about Sir James Brooke and Sarawak in two or three days.*" ¶

Having become acquainted with these facts, I addressed the Sultan and Rajahs of Bruné on the subject, omitting the names of the parties concerned, and their reply demonstrates that they had *been instigated* to make complaints, and that the *statements forwarded to Mr. Hume were fabricated to injure me.*

I am content to draw a decent veil over these intrigues, and to expose them only so far as it is imperatively necessary in my own defence.

The sixth and last charge urged by Mr. Hume rests on the unsupported allegation of the Directors of the Eastern Archipelago Company, and is, that "I made a most unscrupulous use of my high position in the service of Her Majesty, to obstruct by every means in my power a Company chartered by the

* Borneo.—Further Papers respecting Mr. Burns, presented to the House of Commons, June 25, 1852, pp. 1, 2.

† Foreign Office. Borneo.—Correspondence respecting Mr. Burns, presented to the House of Commons, March 23, 1852, pp. 1, 2.

‡ Idem, p. 19.

§ Foreign Office. Parliamentary Papers moved for, but not yet presented to the House of Commons. 1853.

‖ Borneo.—Correspondence respecting Mr. Burns, March 23, 1852, p. 5.

¶ Idem, p. 19.

Crown, which I was ordered by Her Majesty and the Government to assist and protect."*

I may first state in reply, that every step which I have taken during the last five years has been regularly reported to the Government without a single instance of its disapproval; and that the above accusation was advanced, when, with *the writ of the Attorney-General, and with the knowledge both of Earl Grey and Sir John Pakington, I had taken proceedings to vacate the charter of the Eastern Archipelago Company on the ground of fraud.*†

The following summary of the transactions of this Company, since its formation, are at once curious and interesting, and merit attention, as relating to a subject of national importance.

The Eastern Archipelago Company was incorporated by the Government of Lord John Russell in 1847, for the avowed purpose of *rapidly developing the resources of Labuan, and of taking advantage of the relations which existed between myself and the Government of Sarawak for the establishment of new branches of British commerce with the Island of Borneo.*‡ The Settlement of Labuan was so materially injured by the dilatory operations of the Company, that I considered it my duty on various occasions to report the circumstance to Government; and so desirous was I of advancing the objects contemplated by the charter, that in a despatch addressed to Earl Grey, bearing date the 9th January, 1850,§ I stated, "that I attached so high an importance to the efficient working of the coal mines, that *I urgently recommended that, if feasible, Her Majesty's Government should afford every encouragement to the Company in order to enable it to fulfil its agreements.*"

In November 1851, being then in England, I complained officially of the misconduct of some of the Directors, and of the intrigues carried on by the Company's agents and servants in Borneo.‖

At the commencement of 1852, I resolved to make myself fully acquainted with the affairs of a Company which had caused, and was likely to cause, such serious detriment to the public interest in general, and to the Settlement of Labuan in particular; and on referring to the deed of settlement, the facts I shall now narrate came to light.

For the attainment of the objects abovementioned, namely, the rapid development of Labuan, and the establishment of new branches of British commerce in Borneo, Her Majesty's Government entrusted the formation of this Company to Mr. Henry Wise, who, besides the Royal Charter, had obtained a lease of coal in Labuan, and a grant for working coal on the mainland of Borneo. It became necessary that Mr. Wise should find persons to assist him in forwarding this important undertaking, and he fixed upon five gentlemen, whose names I am reluctantly obliged to mention in connection with the transaction.

A legal instrument was drawn out and signed on the one part, by Mr. Mc Gregor, Mr. Hugh Hamilton Lindsay, Sir John Pirie, Mr. Alexander Nairne, and Captain Drinkwater Bethune, and on the other part by Mr. Henry Wise. This instrument was executed previously to the formation of the Company, and was subsequently incorporated into the deed of settlement, and contained the following clauses:

1st. "Mr. Wise to be one of the managing Directors of the Company, irremoveable, except by a general meeting of the shareholders, for misconduct or incapacity."¶

2ndly. "Mr. Wise to be paid 6,000*l.* within four calendar months after the complete formation of the Company."

3rdly. "And also, the annual sum of 3,000*l.* every year, during the first ten years of the existence of the said Company."

4thly. "Mr. Wise to receive one hundred shares (*i. e.* shares of 100*l.* each), in the Company, to be paid up out of the capital of the Company."

5thly. "Mr. Wise, also, to receive 2*l.* 10*s.* per cent. on the amount of all

* Foreign Office. Parliamentary Papers moved for, but not yet presented to the House of Commons. 1853.

† Appendix to the "Fourth Annual Report of the Eastern Archipelago Company," pp. 20–22.

‡ Eastern Archipelago Company, ordered by the House of Commons to be printed, April 3, 1848. No. 227, pp. 6–9.

§ Colonial Office, ordered by the House of Commons to be printed, May 17, 1852. No. 357, p. 86.

‖ Idem, pp. 113–131, 132.

¶ Deed of settlement to be seen at the Enrolment Office in Chancery Lane.

dividends, and every bonus to be made by the Company, provided that no such per-centage should be payable in any case, or at any time, where and when the amount of such dividends and bonus should be less than 7*l.* 10*s.* per cent. of the Company's capital."

"The above monies, shares, and per-centage, to be considered *as in payment of the purchase of Mr. Wise's interests in the Charter*, and for the grant to Mr. Wise for the said term of twenty years (out of thirty years' lease), as before-mentioned, of his interest in the said agreement, with the Crown, and of the said right of working coals on the mainland of Borneo."

And further, "as a remuneration for his services and the premises already rendered, as before stated, Mr. Wise to receive (over and above the before-mentioned monies, shares, and per-centage) as his salary, as one of the Managing Directors, 800*l.* per annum, and 2*l.* 10*s.* per cent. on the amount of all dividends, and of every bonus to be made by the Company, such per-centage not exceeding in any one year 1,000*l.*; so that Mr. Wise's salary in the whole, over and above the first-mentioned monies, shares, and per-centage, shall not in any one year exceed 1,800*l.*"

I cannot suppose that these five gentlemen, accustomed to business, and aiming at the direction of a public Company, could have been so negligent as to affix their signatures without being fully aware of the purport of the instrument conveying to Mr. Wise such enormous sums; and I must leave it to persons better acquainted than myself with commercial transactions, to understand the motives which actuated them, in thus raising so serious an impediment to the success of a national undertaking.

The fate of the Company was decided by this bond, entered into before its commencement; and the gentlemen who had signed it having become Directors, obtained no support from the public, and possessed no means to carry out the important objects for the accomplishment of which the Charter had been granted.*

By a cursory inspection of the Registered List of Shareholders in August 1851, it will be seen that the undertaking had little reality, excepting upon paper. Out of the 2,000 shares into which the Company's capital was to be distributed, Mr. Wise, the irremoveable Director, held 728 shares; Mr. Lindsay, the Chairman (with two relatives), possessed 713 shares; and the remaining Directors 274 shares: thus making a total of 1,715 shares in the hands of the direction.†

I thus, for the first time, became aware of the true cause which had defeated an object I had been striving to advance, and I had long before perceived and represented the danger of coal from other places superseding the coal of Labuan, and thus sealing the ruin of a settlement which deserved a better fate. I was resolved to remedy this state of affairs; I reported the circumstances officially; and with the knowledge of Ministers, I took proceedings in the Queen's Bench to vacate the letters-patent.

One of the conditions of the charter was, that the Company should not commence business until three of its Directors had given a certificate to the Board of Trade,‡ which certificate they were to endorse on the Royal Charter, that 100,000*l.* had been subscribed for, and 50,000*l.* at the least paid up of the capital of the Company. Whether this condition had been complied with was the main issue in the Queen's Bench, and in June last, the verdict given by the

* Captain Luard, of Her Majesty's ship "Serpent," in a report dated March 1852; the Rev. Francis Mc Dougall, in the middle of the same year; and the Singapore "Free Press," so late as November last; confirm the inefficient working of the Company's mines in Labuan.

† The accounts relative to the Company's capital are perplexing:

The list of shareholders, as per register of the 9th of August, 1851, shows the amount paid up on the shares at	£33,835
The abstract of general account of the Company, obtained from the Directors by Mr. Macgregor, June 28, 1852, gives the paid capital as	29,825
Paid up capital in 1852, minus	£4,010

thus demonstrating that the amount paid up on the shares was 4,010*l.* less in 1852 than what it had been in 1851; and as there is an annual decrease in the sum already paid up, we may in time arrive at the true amount paid by the shareholders—*i.e.*, the Directors.

‡ Board of Trade, ordered by the House of Commons to be printed, April 3, 1848. No. 227.

special jury was *to the effect that five of the Directors had given a false certificate to the Board of Trade, knowing it to be false.**

This verdict placed the merits of the question beyond dispute and beyond appeal, and I must again affix the names of the directors to this false certificate, lest the gentlemen who have since joined the Company, and are not implicated by verdict, should be confounded with their associates.

The certificate pronounced to be false and endorsed on the charter, runs as follows:

"*We, the Directors of the Eastern Archipelago Company, hereby certify that the sum of* 100,000*l.*, *being half of the capital of the said Corporation, hath been subscribed for, and that the sum of* 50,000*l. hath been paid up. Dated this* 25*th day of July*, 1848.

(Signed) "J. Mc GREGOR, *Chairman.*
"CHAS. D. BETHUNE, *Deputy Chairman.*
"H. H. LINDSAY.
"ALEX. NAIRNE.
"HENRY WISE."

The Directors set up in their defence against the verdict of the jury, that *they had received permission from the Board of Trade to endorse this false and illegal certificate on the* ***Royal*** *Charter!!* It is replied, that the nature of the transaction cannot be altered—*that the crime of falsehood must rest upon those who commit it*, that the guilt of the Directors has been proved by the verdict of a jury; and that the permission, pleaded as an excuse, could neither be given nor accepted. In the second place it is shown, that the Board of Trade was deceived by the Directors, *who requested permission to substitute property for capital, when in truth the Company had no such property as they represented it to have.* This is clearly demonstrated by Sir Stafford Northcote's letter† addressed to Captain Bethune on this subject. One or other of the Directors called upon me (writes Sir Stafford Nothcote) and inquired whether it would be correct to include *the value of the Company's property* in the return: this permission was granted; but "whether we were right or wrong (continues Sir Stafford) *in allowing the property to be reckoned as part of the paid up capital, we certainly did it with our eyes open.*"‡

The representation, however, that the Company was possessed of property was a *false representation, as the certificate founded upon it was a false certificate; for having run into debt to the extent of* 46,000*l.*, *and in return having acquired a nominal property, asserted to be worth that sum, this nominal property, which had not been paid for, was substituted for the paid-up capital required by the charter; and the Board of Trade, having been deluded by this pretext, the false certificate was given that* 50,000*l.*, *at the least, had been paid up.*

Sir Frederick Thesiger declared in the Queen's Bench, that "the 46,000*l. only represented, in fact, a debt of the Company to that amount; they had not paid one farthing for the* 46,000*l, worth of value.*"§ And Lord Campbell from the Bench, in adverting to the proper exercise of the Attorney-General's discretion, stated that "it was impossible that in this case evidence was laid before the Attorney-General, of the *gross fraud respecting the false certificate*, 'that the capital of 50,000*l.* had been paid up,' which is suggested in the *scire facias*, and *which was proved to the satisfaction of the jury*, whereby there was a failure of consideration, and the *objects of granting the charter to work mines abroad*, with capital to be subscribed at home, will have been entirely defeated.‖

* That the 50,000*l.* had not been paid up, as they well knew when they gave the certificate that it had been paid.

† The whole of this letter ought to have been printed.

‡ "Fourth Report of the Eastern Archipelago Company," pp. 24, 25.

§ Shorthand Writer's report of the trial, "Times," June 28 and July 21, 1852.

‖ Lord Campbell, in his judgment, further stated that "the *scire facias* suggested *gross misconduct* on the part of the Directors, that they knowingly signed a false certificate," and "that *the alleged misconduct* must be considered as established by the verdict of the jury."—*Shorthand Writer's Notes.*

Other serious charges of misconduct have been proved. Lord Campbell, in summing up for the the jury, asked, "How is that (capital) made up? Not of the result of calls, but of some *imaginary value* put upon the coal mines in Labuan, and the coal mines in Borneo."—*Shorthand Writer's Notes.*

Earl Grey considered the rental of 100*l.* per annum as representing the proper value of the property leased to the Company in Labuan previously to the application of the capital stipulated by

Thus, these five Directors, having substituted *no property in the place of no capital, endorsed a false certificate, knowing it to be false, upon the Royal Charter,* and the legal question at present pending solely relates to whether the revocation of the charter should proceed from the Crown under the sign manual, or from the subject, by *scire facias.**

You will, I am sure, absolve me from any desire to injure these unfortunate gentlemen, who have placed themselves in a position so derogatory and so painful; but after a prolonged silence, when an accusation is advanced against me, upon *their authority*, I am bound to explain the circumstances which preceded and which gave rise to it.

Letter IV.

My dear Sir,

I approach the conclusion of a weary task, by noticing briefly that portion of Mr. Hume's pamphlet which he supposes will "*convict me out of my own mouth,*" but which, in fact, is attempted by resorting to a vulgar artifice to pervert the meaning of a narrative sufficiently clear to any candid reader; it consists in extracting particular passages from a desultory and broken diary, which being torn from their contexts, and placed in unwarranted juxtaposition, without reference to dates or to the change of circumstances, by altering the sense, by suppressing words, and by drawing false inferences, are made to appear of a condemnatory character.

It is an amusing supposition that I should have published my guilt to the world, and that during a series of years my confessions should have escaped the attention of the best critics, to be discovered by Mr. Hume when he was seeking some plea for his threatened attack in Parliament. "Books do not ruin chracters,"† and if Mr. Hume desires to effect such a purpose by such meaus, he will be bound to accept the entire testimony which my written works will afford,

the charter: the rental of the coal mines on the mainland was about 220*l.* per annum, payable only when they should be worked, and with the rental of 320*l.* per annum as the test of value antecedent to the development of the mines (which at twenty years' purchase would give 6,600*l.*), the Directors of the Company, without *any warrant whatever*, stated this property to be worth 46,000*l.*, *that being the exact sum wanted to meet the condition in the charter, and therefore likewise the exact sum owing to Mr. Wise for the transfer of the property.* Thus a year afterwards, in the account rendered to the Board of Trade appeared a credit in favour of the Company for 51,455*l.* (including 46,000*l.*, the imaginary value of the property) to satisfy the stipulation of the charter; and on the other side a debit against the Company for 46,000*l.* to satisfy Mr. Wise!!

Here is the account as it stands:

Balance Sheet of the Eastern Archipelago Company for the year ending the 30th day of June, 1849.

Dr.					*Cr.*				
Ledger folio.		£	*s.*	*d.*	Ledger folio.		£	*s.*	*d.*
4.	Royal charter, Crown lease, and coal grant.. ..	46,000	0	0	1.	Capital	51,455	0	0
6.	Founder's original grant.. With other items of expense	4,200	0	0	46.	Henry Wise	574	1	6
					56.	Loan	2,000	0	0
		£54,029	1	6			£54,029	1	6

Examined and approved.
(Signed) J. H. GLADSTONE, *Auditor.*
J. MACGREGOR, *Chairman.*

Was the Board of Trade cognizant of *this fashion of substituting property for capital?* Until it be avowed, I do not believe it!

* The total expenditure of the Company up to the 30th June, 1851, is alleged in the Third Annual Report, p. 7, to amount to £10,819
Receipts 3,786
Loss £7,033

Exclusive of the expenses in England, comprising interest upon the debt due to Mr. Wise, of 46,000*l.*, his salary of 800*l.* per annum, &c., &c.

The scale of the operations may be judged from the fact that the Company's Superintendent in 1849 was obliged to borrow 130*l.* from the Labuan Treasury to prevent the stoppage of the works.—Parliamentary Papers, Admiralty, printed June 24, 1851, No. 428, p. 5.

† Colonial Office. Ordered by the House of Commons, May 17, 1852, No. 357, p. 121.

and not by partial quotations to make the worse assume the semblance of the better cause.

I shall content myself with a reference to the Parliamentary Papers,* in order to prove the unfairness of Mr. Hume's relation of what really occurred; and a perusal of the diaries will at once confute the laboured perversion of their meaning, and the disingenuous distortion or suppression of their words.

I offer a brief, and unavoidably an imperfect, summary of the narration contained in the works of Captain Keppel and of Captain Mundy, where facts will be found, interspersed with opinions, and where the hopes, fears, or conjectures of the hour were noted down, amid the occasional record of passing events.

I visited Sarawak in my yacht.† I was unconnected with commerce. I met a native prince involved in difficulty. I assisted him. He offered me the country. I at first declined, as it would have been ungenerous to accept.‡ I was not eager to embrace the offer. The war was terminated successfully. Muda Hassim made out an agreement,§ purporting that I was to reside at Sarawak, "to seek for profit."‖ I *objected*, and was assured that *this was not the agreement* understood between us. Trusting to the good faith of the Rajah, I purchased a vessel. I loaded her with cargo.¶ I made this cargo over to him. I was detained month after month, at a ruinous expense. I requested repayment, or the fulfilment of his promise. I remonstrated. The Rajah allowed the justice of what I urged, and *again pledged himself to give me the country.*** Delays followed—poison was attempted. I resolved to bring matters to an issue.†† I loaded the guns, obtained an interview, and *with many protestations of kindness* towards the Rajah,‡‡ I threatened Makota with attack, as neither he (the Rajah) nor myself were safe, whilst Makota continued practising those arts. The Rajah then fulfilled his repeated promise. The Sultan's signature was freely obtained to the same grant of Sarawak; and I declined the government of all the rivers along a coast line of 300 miles.§§

Early in the year 1845 arrangements had been made‖‖ to obtain a fixed yearly revenue from the possessions of Bruné, which contributed nothing, or next to nothing;¶¶ and at the same time to commute the tribute paid by Sarawak for a stated sum.***

(These arrangements were not carried into effect, in consequenc of the treacherous murder of the princes who held the reins of government, and subsequently, when order was restored, the Sultan through his Ministers ratified his violated engagements with England, and confirmed the cession of Sarawak on the terms previously agreed upon; the only difference being, that the sum to be paid was devoted to the support of the Rajah Muda Hassim's unhappy family, instead of being given, as it would have been, to that prince himself had he lived.)†††

This relation may be verified by a reference to the published works, but in order to prove the studied manner in which Mr. Hume suppresses the relative positions of the princes and parties in the city of Borneo, and the circumstances connected with the death of the one and the defeat of the other, the continuation of this summary will best explain.

I described the Government of Bruné to be in the last stage of decay. There was no sovereign, but two claimants to the throne; namely, Omar Ali, called the Sultan (which is not the sovereign title), and Muda Hassim, called the Rajah. The claim of the Rajah was as valid as that of the Sultan‡‡‡—he pos-

* Foreign Office. Parliamentary Papers moved for, but not yet presented to the House of Commons, 1853.

† Keppel, vol. i, pp. 7, 73, 142, 146, 177, 208, 209.

‡ Idem, p. 210.

§ Idem, p. 213.

‖ By carefully suppressing the context, which mentions my objection, and the assurance given, Mr. Hume makes this appear to be the *only* agreement.

¶ Keppel, vol. i, p. 214.

** Idem, p. 243.

†† Mundy, vol. i, p. 270.

‡‡ Keppel, vol. i, p. 251.

§§ Mundy, vol. ii, p. 326.

‖‖ Keppel, vol. ii, p. 158.

¶¶ Mundy, vol. i, p. 189.

*** Idem, vol. ii, p. 26–39.

††† I mark by a parenthesis the circumstances not mentioned in the journals.

‡‡‡ Letter to James Gardner, Esq., p. 30.

sessed the *de facto* power (which the Sultan could not exercise) before he quitted Bruné for Sarawak.* The Sultan was imbecile and wicked, "with the head of an idiot and the heart of a pirate."† The Rajah was an amiable prince, his brother Budrudeen, an able and noble gentleman—they supported the cause of good government, desired to suppress piracy, and to advance commerce, they sought a friendly alliance with the English, and had always in the capital been the protectors of European merchants. With the aid of Sir Edward Belcher, these princes returned to their native city Bruné, and were reinstated in the authority they before possessed, *because the people in general sided with Muda Hassim, and were decidedly opposed to the rule of Pangeran Usop, who had frightened the Sultan into a show of hostility.*‡ On the other hand exercising an evil influence over the weak Sultan, was Pangeran Usop (an illegitimate son of the former sovereign, or Iang di per Tuan), and connected with him, a *piratical party*, which not long before had committed an outrage upon British subjects.§ *This piratical party* was violent, difficult to restrain, opposed to commerce or good understanding,‖ and an obstacle alike to progress and to improvement. In 1843 the dissensions in the capital were serious, and the reason was, that Pangeran Usop aimed at acquiring power, and *ultimately gaining possession of the throne.*¶ Such was the state of parties when Muda Hassim regained his influence at Bruné. There are in my diary many conflicting statements made at different times, in regard to the relative positions and claims of the Sultan and the Rajah, but the fact really was, as may be gathered from a fair comparison of these conflicting passages,** that the Rajah acknowledged the Sultan, and forbore urging his claim to his prejudice, whilst the Sultan, with the single interval of his uncle's absence in Sarawak, acknowledged him as the Prime Minister, which he was by hereditary descent.††

The Rajah Muda Hassim, on his again assuming the reins of government,‡‡ offered, in conjunction with the Sultan, to enter into relations to advance trade and to suppress piracy.

The English Government accepted these offers, and dispatched a mission to Bruné to encourage the good resolves of the princes.

The Sultan and the Rajah conveyed renewed assurances of friendship to the Queen of England, and "*expressed their hope that through her assistance they*

* Mundy, vol. ii, p. 39.

† Idem, vol. i, pp. 356, 357.

‡ Idem, vol. i, pp. 380, 381.

§ Here is a fair example of Mr. Hume's process of arriving at a conclusion to suit his purpose A reference to Captain Keppel's work, vol. i, pp. 237, 238, will show that in January 1841, the English ship "Sultana" had been burned at sea, and her crew plundered and imprisoned by the Sultan and his Minister Pangeran Usop. Mr. Hume accuses me of having deliberately contemplated the Sultan's dethronement, and quotes as follows from my diary, in support of his assertion. Vide Mundy, vol. i, pp. 274, 275, 276.

Mr. Hume's version.

"February 2, 1842.—I some months ago suggested to N—— the advantage of raising Muda Hassim to the throne, or placing him as Bandharra (first Minister) in a position to govern the Sultan."

Sir James Brooke's Diary.

"February 2, 1842.—It appears that the Bengal Government has determined to resent the conduct of the Sultan of Borneo and his profligate Pangerans, to the crew of the Sultana."

* * * * * *

"The increasing interest in China, owing to the war in that quarter, has induced the Government to act; *and foreseeing the possibility of such an event,* I some months ago suggested to N—— the advantage of raising Muda Hassim to the throne, or placing him, as Bandharra, in a position to govern the Sultan: *and it now seems that Mr.* —— is rather inclined to adopt this suggestion, he having inquired how far such a step would accord with my views."

The annals of controversy cannot furnish a more deliberate and mischievous suppression. It is not done by Mr. Hume! but can he read its exposure without a feeling of shame? Placed in juxtaposition to the above is a passage from the diary of 1845.

It is true that I recorded my opinion that the Sultan was unfit to reign, and that it would be advisable to place Muda Hassim on the throne. Muda Hassim's return to Borneo had no connection with this opinion, which was opposed to his own views. (Mundy, vol. ii, p. 75.) Mr. Hume suppresses my reasons for the opinion I entertained.

‖ Mundy, vol. ii, pp. 11, 12, 14, 15.

¶ Idem, vol. i, p. 355; vol. ii, p. 20.

** Idem, vol. ii, p. 75.

†† The difference between an hereditary Prime Minister of the Royal family in an Asiatic State and a Prime Minister in an European one should be remembered.

‡‡ Mundy, vol. i, p. 187.

*should be enabled to settle the government of Borneo, to suppress piracy, and to foster trade;"** and on the faith of the encouragement they had received, they resorted to measures for attaining the objects arranged between the two Governments.†

It further appears that in February 1845,‡ I had succeeded in reconciling the rival parties; that Muda Hassim was in power, and Pangeran Usop friendly and quiet; that in May affairs had retrograded; that doubts had arisen in the minds of the well-disposed, from the continued absence of our support; and that Pangeran Usop disbelieved our power, and disturbed the public opinion.§ In August of the same year, Sir Thomas Cochrane visited Bruné, to improve the good understanding which existed, and in accordance with the intentions of his own Government, as well as with the view of supporting the authority of Muda Hassim, demanded reparation *for the detention and confinement of two British subjects, subsequently to the friendly engagements entered into with England.*‖ The act, however, was Pangeran Usop's; he was too powerful for the Sultan and Rajah to control, and the measure, with their consent, was left in the hands of the naval Commander-in-chief. "I was in hopes that when he saw the overwhelming force opposed to him, his pride would yield to necessity."¶ Usop was punished; the Government of Bruné supported in its object of suppressing evil, and the two British subjects, confined and enslaved, were liberated. I advised reconciliation; the Rajah Muda Hassim made every effort to bring Pangeran Usop over to the side of order.** He was offered pardon, which he refused to accept.†† He attacked the city of Bruné, was defeated, and fled to Kimanis, where, after my departure, in obedience to a written mandate, signed by the Sultan and the Rajah, he was put to death (without indignity and without bloodshedding, according to the prescribed form of executing members of the Royal family.)‡‡

The Rajah Muda Hassim and the Pangeran Budrudeen became *the de facto rulers of Bruné*, which the Sultan could never be, on account of the imbecility of his mind; and these Princes, who had been encouraged by the British Government in a worthy course of policy, were fully aware of the danger to which they were exposed, should they not be supported by their ally.§§ So imminent was this danger, that they urged upon the English Ministers their claim to protection, or otherwise demanded a release from their engagements.‖‖ I pleaded the same cause, and pointed out the peril. The Pangeran Budrudeen applied to the naval Commander-in-chief for aid, and in my diary of 21st May, 1845, will be found the following sad entry: "*Budrudeen says he knows not the day when his own life and the Rajah's may not be sacrificed. Delay is our ruin.*"¶¶

The tragedy, which had cast its shadow before it, was consummated; a conspiracy was formed with the knowledge of the Sultan; in the dead of the night their houses were fired, and these amiable Princes, the friends of the English Government, who trusted to its support in taking measures for the suppression of piracy, these Princes were treacherously assaulted and foully murdered.

There are crimes at which humanity revolts; the treacherous and indiscriminate assassination of our nearest relatives is one of these crimes. The wild and untutored savages of Borneo expressed their indignant abhorrence, and it was left for the liberal and civilized gentlemen to declare that *it was an act which the Sultan was entitled to commit without rendering him responsible to his own subjects.**** There are crimes hateful to God, and which should ever be hateful to man, and I have never hesitated to avow, that had the necessity

* Mundy, vol. ii, p. 15.
† Keppel, vol. ii, p. 165.
‡ Mundy, vol. ii, p. 10.
§ Idem, vol. ii, pp. 32, 33.
‖ Keppel, vol. ii, pp. 170, 171.
¶ Idem, p. 171.
** Idem, vol. i, p. 180.
†† Mundy, vol. ii, pp. 37–74.
‡‡ This mandate was, and probably still remains, in the possession of the Orang Kaya of Kimanis. I have marked in a parenthesis some particulars not mentioned in my diary.
§§ Mundy, vol. ii, p. 14.
‖‖ Foreign Office Corrospondence, 1845.
¶¶ Mundy, vol. ii, p. 33.
*** Mr. Hume's letter to the Earl of Malmesbury, p. 10.

arisen, I would have led the thousands of Borneo, who felt as I felt myself, to punish the perpetrators of this bloody tragedy, and to save the remnant of the Royal family from the fury of their treacherous relative and Sovereign. The necessity did not arise. Sir Thomas Cochrane proceeded to the entrance of the Bruné river, and "*sent an amicable message intimating his intention of visiting the Sultan; the simple inquiry to be made was, whether the Sultan adhered to his former engagements, to which Muda Hassim had been a party.*"* *After three days' detention,* "*the answer was an unmeaning letter, bearing a forgery on its face, with an insolent verbal message, conveyed in a manner which all men acquainted with native usage would consider a gross insult. The Admiral proceeded up the river as he had intimated; it was open to the Sultan to receive his Excellency, if he thought fit, but instead of doing so, the English flag was fired upon directly it came within reach of the Bruné guns.*"

Here the information contained in my diary concludes, and in offering this *entire testimony* to Mr. Hume for his consideration, I cannot better conclude than by a brief quotation from it. "Now I have brought up my journal to the close of the year 1844, and written as it has been at various intervals, and amidst manifold discomforts, it will probably be very disconnected and badly arranged."†

Mr. Hume has asserted that there is a law against a subject of England becoming the ruler of a foreign country. I know no such law, and supposing such a one could be discovered and could be enforced, of what practical use would it be? Would such a law preclude a British subject becoming the Minister or the adviser of a native Chief? And supposing Mr. Hume's objections to the tenure of Sarawak to be valid, what practical result could follow? Would he deny the right of a free people to re-elect the Ruler of their choice?

The people of Sarawak *are a free people, free in the truest sense of that term, free to frame their own Government, and free likewise to administer it,*‡ and any encroachment on this admitted right, common to all communities, whether large or small, would be a wrong only to be effected by violence, and an infringement of the principles upon which every free Government rests.

Mr. Hume, however, is ignorant of the true position which I occupy; he is ignorant that in 1846 the Earl of Aberdeen expressed to the Netherland Minister his "satisfaction that the Netherland Government should be disposed to do justice to Mr. Brooke's conduct, since *his possession of Sarawak;*" that every precaution should be taken to prevent the occurrence of the complications apprehended by the Netherland Minister; but that "Her Majesty's Government could not allow the apprehension of their possibility to interfere with their duty to protect *the rights and interests* of Her Majesty's subjects;" but should any proposition be made, "showing a due regard for the *natural and acquired rights of third parties, and of Her Majesty's subjects,*" such a proposition should be taken into the most favourable consideration. Mr. Hume is ignorant that Lord John Russell, as the Prime Minister, knowing the position I held in Sarawak, thanked me, in the name of Her Majesty's Government, for the services I had rendered to my native country; that the flag hoisted at Sarawak was sanctioned as a commercial flag by the English Government, which had previously declared that it sought to avail itself of "*my relations*" with that country. He is ignorant that the President of the United States addressed me as the ruler of Sarawak, proposing a Treaty of Friendship and of Commerce with America; that Lord Palmerston, being previously informed, offered no objection to the contemplated Treaty when the subject was mentioned in Parliament;§ and, lastly, that my position in Sarawak has been known and tacitly acknowledged during the last ten years by England and by the other countries of Europe.

I lay no great stress upon these formal or informal sanctions from without. I have the support of the people to confirm such a cession made by Bruné, as England might formerly have made of France, or that the Two Sicilies might now make of Jerusalem. I insist upon the practical question: a Government has been established which is administered by the chiefs and people; the scanty

* Mundy, vol. ii, pp. 324, 325.

† Idem, vol. i, p. 385.

‡ Foreign Office. Parliamentary Papers moved for, but not yet presented to the House of Commons, 1853; and despatch, November 1852.

§ "Times," March 28, 1851.

population has increased to 60,000 or more souls; and security, order, and prosperity have succeeded to rapine, oppression, and famine. In 1842 the trade of Sarawak was conveyed by a few native prahus, and in 1852 it employed 25,000 tons of shipping. From a straggling village, Sarawak has increased to a considerable city—a busy and thriving mart, where the European mixes on kindly terms with the native; where crime is infrequent, and where authority is supported by the people. Could such success spring from a narrow and a sordid policy?

The tree must be judged by its fruit; and when the question has been divested of passion and of prejudice, men will wonder that such notorious facts were not believed upon testimony, and could not be verified without inflicting an individual injury.

The Government of Bruné has long since lost all command over its subordinate possessions; they have cast off their allegiance, and for years past have paid little or nothing towards the support of the Sovereign or of his Court.* Where there is no power to restrain, there is a tendency towards lawless excess in many of the communities; and though the establishment of the Government of Sarawak has in a great measure checked this downward tendency, and has encouraged the well-disposed, it has not resulted in the formation of similar Governments in the other rivers. This is to be attributed to the want of confidence in their Chiefs, to the incapacity of the Chiefs themselves, or to their unscrupulous use of power; so that the numerous communities of the coast live in a state of internal distraction or depression, and the countries they inhabit are not developed to commerce, or to the application of European capital, merely from the absence of good government.

In 1845 I had arranged to apply a remedy to this state of affairs,† and, with the consent of the Bruné rulers, I was to have commuted all claims for a revenue‡ (which they could rarely obtain without coercion, if they obtained it at all),§ for a fixed yearly sum to be paid on the condition that each subordinate Government should be left to regulate its internal administration. I have ever since adhered to the proposed arrangement, *for I possess that power and that influence from my position at Sarawak*, and from the success attendant on the Government established there, which would enable me to form inexpensive establishments in the various localities; and either to make over the surplus revenue, whenever it should accrue, to the Bruné Government, or to commute the taxes, which should be justly paid according to former custom, for a fixed sum, as previously proposed. Some plan of this sort would be a great benefit to the Sovereign and to the nobles of Bruné; it was proposed by them recently to the English Government, and it would afford them an interest in the advancement of their dependencies. It would likewise be a blessing to the various communities by affording them security, permanency, combination, and increasing prosperity, and it would, by the progress of good government, and by the development of the richest countries in the world, become in due time an object of great national importance to England. *There can be no trade without Government;* and trade must always be confined to its lowest limit, where the producing classes are not remunerated for their labour, or where there is insecurity for life or property. Such has, unfortunately, been the case throughout the Eastern Archipelago, for very many years past. England is content with an emporium where trade is free; but the trade sold in the market of Singapore is often wrung from the toil of the starving Dyak, or is stained with the blood of the peaceful trader. We have no knowledge; we have no influence; we make no exertion; we shrink from interference in native States; we effect no good, because we fear a possible difficulty; substantial advantages are lost from want of action, and the fairest lands are abandoned to piracy, barbarism, and the worst evils of misgovernment. Let any man consider what would be the result on English trade should such a state of affairs accrue. Let him reverse the picture, and consider what the commerce of the Eastern Archipelago might become under the same circumstances of security and of peace which England has so long enjoyed. This is no visionary dream of improvement; it rests on

* Mundy, vol. i, p. 189.

† Vide note at the conclusion.

‡ Mundy, vol. ii, p. 26.

§ The more powerful communities resist the authority of Bruné, whilst any attempt to coerce the weaker ones or to oppress them, would lead to their taking refuge in Sarawak.

the simplest principle of political economy, and has been *practically demonstrated in Sarawak*. Let similar Governments be established; let a similar kindly development follow; let a yearly increasing trade spring up, and the north-west coast of Borneo *alone* will become of importance to the commerce of Great Britain. This is no sinister project of mine, but one which has been recorded since the year 1845; and if there be some who will give me credit for evil motives, there are others, and I trust a very large portion of my countrymen, who will agree with me that this measure is for the benefit of the native Princes, for the happiness of the native population, and for the advantage of England; for myself, *I might gain increased power, with the increased burden of responsibility and misconstruction.*

Mr. Hume has said that I have been supported in Sarawak by the navy of England, but I believe that this will be found as little consonant with fact as his other allegations. The naval officers have, under orders from their own government, on several occasions, acted against the piratical hordes which infested the coast; but the suppression of piracy is a treaty obligation imposed upon this country, and can only affect Sarawak, as it affects the rest of the world in a greater or lesser degree; beyond this a man-of-war has occasionally visited Sarawak, in the same manner as they visit the ports of other countries without any interference with the internal affairs of the government, and with the real object of protecting British subjects and British commerce. I plead guilty to having availed myself of the *prestige* of such visits to advance the cause of order although I never claimed any authority in consequence of them; * and I have on all occasions found a sincere desire on the part of the naval officers to advance what they considered for the interests of their own country or of mankind. They have most of them enjoyed ample opportunities of forming a judgment from local knowledge and experience, and on this account have ever been the most consistent in denouncing the mischief and the injustice of the course which Mr. Hume has pursued.

I have little more to add. Mr. Hume can gain nothing by his persevering abuse of me; he cannot even accomplish so paltry an end as my ruin. If to-morrow I retire into private life, the relative positions of Sarawak and of Bruné would not be changed; the former would maintain the independence it has achieved, and which has been declared for the past ten years. The impulse of good government has been given—the blessings of order and security have been appreciated, and no legal quibbles—no fine-spun distinctions—no unfair suppressions or unwarrantable inferences, can avail against the will of a free people. The right of a people to resist oppression, to punish crime, and to live under the government it has established, is undoubted; it is a right which Mr. Hume *cannot disturb*—it is a right which the justice of Parliament *will not disturb*.

Mr. Hume can gain nothing; but he may lose much. At an advanced age he may forfeit the reputation he has publicly staked; he may lose his self-respect as he becomes aware that he has lost the respect of his countrymen.† At the extreme verge of man's life, he may feel the bitterness of vain strife, and wake to the sense that in striving to injure me he has injured the natives of Borneo. Why, therefore, this fierce contention; why the words of hatred and of indignity with which his writings and speeches abound; a just cause would be better promoted by moderation, and violent declamation be well exchanged for a sober appeal to facts, based upon *credible and legal testimony!* Until Mr. Hume does this, he will be pronounced *unjust* by all those whose opinion is of value; and although his motives may not be evil, he cannot be justified in urging accusations without a shadow of direct proof. I bear him no ill-will, and as all that he has said or done have never influenced my past conduct, so all that he may say

* Keppel, vol. i, pp. 320–326.

† "We are of opinion that Sir James Brooke ought not to take legal proceedings against Mr. Hume for the LIBELLOUS MATTER contained in the Pamphlet laid before us.

"The charges contained in that Pamphlet are only repetitions of others long since made, and fully answered.

"We cannot advise Sir James Brooke to embark in an enormously expensive litigation for the purpose of repelling imputations which no one but the writer of the Pamphlet is likely to believe.

(Signed) "FRED. THESIGER.
"HUGH HILL.
"JAS. S. WILLES."

or may do will not disturb my future course. The past is now beyond recall; the Sultan of Borneo has gone to render his account to God for the murder of his relatives; the city of Brunè is distracted by rival claimants to the throne; the friends of order (shorn of power and of talent since 1846) are again opposed to the piratical and ill-disposed; we shall hear of *massacre* and of *bloodshed;* the government will pass away amidst their fierce conflict of *deeds, and not of idle words;* and yet with these impending evils Mr. Hume still strives to prevent my exerting the influence I possess to reconcile contending factions, or to place the worthiest claimant on the throne, and thus to save the sovereignty from extinction. I am bound to the son of Muda Hassim by every sentiment of honour. I would save him from the fate of his unhappy father and uncle, and I would teach him by precept and by example to govern his people justly.

The peace, the progress, the prosperity of Sarawak are the best assurances of what may be done on that coast by a just maintenance of power combined with a kindly influence over the native mind. I have desired to reconcile the progress of good government among the natives with the advancement of the commerce of England. I still desire to serve my country, with honour to myself and with usefulness to her, and it it is only when this can no longer be done, that I shall assert the independence I feel, and which I prize above all other earthly distinctions. To you, my dear Sir, I owe a debt of gratitude, which I am proud to acknowledge, and which I will repay in the manner most pleasing to your feelings, by the defence of the cause of truth and of justice, of the injured, and of the innocent.

I long to escape from these ceaseless heart-burnings and vain contentions. It is with pleasure, mixed indeed with some regret, that I shall leave this country, and whether in public or in private life, I can find a home in the land where I am respected and beloved; and whatever may be the course of events, whatever the progress of time may bring me, of evil or of good, I can calmly appeal from the present to the future, and from the judgment of man to the justice of his Maker.

Believe me, &c.

(Signed) J. BROOKE.

P.S.—Since concluding my task, I have been informed that there are some gentlemen who, allowing the piratical character of the Serebas community, and the justice of the punishment inflicted at sea, entertain a doubt whether the expedition *on shore,* to the places they inhabited, can be justified.

I pointed out this mode of proceeding to Her Majesty's Government in 1845, and it may be presumed that it met with their concurrence, or it would not have been permitted in action. This course is recommended by common sense as the most effectual way of protecting the innocent from the depredations of the guilty. It is supported by the opinions of the ablest jurists: I may instance the opinion of Chancellor Kent., viz., that "pirates are *everywhere pursued and punished with death.*" (Commentaries, vol. i, p. 183, ed. 1844.) And of Stephen Lushington, "Nor is to be supposed (he observes) that *the name of pirate does not attach to persons on shore, but merely to persons at sea, who must have some residence on shore.*" (Vide Keppel's "Visit to the Indian Archipelago," vol. i, pp. 226–7.)

Further than this it has been practically acted upon by all nations, at all times. By the English, Americans, Spanish, in the West Indies; by the English in the Red Sea; and by the Dutch and Spaniards and English in the Eastern Archipelago, viz., by the Dutch the inhabitants of the islands of Vordate and of Flores were severely punished for their piracies. Two piratical retreats were burned and destroyed on the south-east coast of Saleyer; at Sekana the houses were fired as well as the prahus, &c. By the Spanish the Island of Balanini was utterly destroyed, and every inhabitant of the pirate community that escaped the attack was carried away. Sulu was likewise attacked, and the city burned for piracies alleged to have been committed, &c. By the English the city of Sambas was attacked and destroyed. Captain Chads, of the "Andromache" frigate, burnt and destroyed some piratical haunts on shore. Captain Keppel in 1843-44 destroyed and burnt Serebas and Sakarran. Sir Thomas Cochrane in 1845 and 1846 destroyed Malludu, &c. In 1849 Captain Farquhar repeated the punishment of the Serebas, and on all these occasions the proceedings were approved by Her Majesty's Government.

Note to page 50.

The reasons which induced me to attempt the settlement of the coast are expressly recorded, Mundy, vol. ii, p. 26; but in spite of this, Mr. Hume urges the accusation, that I *designed to subjugate the rivers contiguous to Sarawak.* He does not instance a single hostile act unconnected with the suppression of piracy; and the only expression he can find in support of his accusation, is, that I desired "to establish Sarawak influence and rule." Mr. Hume, however, as an acute literary critic, must be prepared to weigh the sense of a single form of expression with parallel passages in the same writing; and I shall not despair of convincing him that the words he has quoted will not fairly bear the sense he wishes, or warrant the accusation he has advanced.

The following extracts, as exhibiting Mr. Hume's ordinary mode of reaching the goal for which he strives, are interesting, and on any less serious subject would afford amusement.

Mr. Hume's version.

Borneo Papers, 1846, p. 59.

"It is highly desirable, therefore, to remove Muda Hassim and his suite to Borneo Proper, not only from his being mischievous here (at Sarawak), but from his presence being necessary in the capital, to uphold our influence there. I hope to effect this through Keppel's kindness," &c.

(Thus it would appear that the Rajah, Muda Hassim, a Prince of the blood royal, uncle of the imbecile Sultan, who managed entirely the affairs of Borneo, was about to *return home to his native city* in 1844, according to arrangements made in 1841.)

Borneo Papers, 1846, p. 59.—"With the neighbouring rivers our grand struggle is approaching, and I am rejoiced that it is so, for it will at once

Sir J. Brooke's text, with its context and explanatory passages.

Letter to James Gardner, Esq., 1841' p. 30.—"From the imbecility of his nephew, Omar Ali, the affairs of Borneo are *entirely in the hands of the Rajah Muda*" (Hassim). Page 27.—"The Rajah Muda Hassim came from Borneo to suppress it" (the rebellion). Pages 32, 33.—"I propose the following steps," 3rdly, "To return with the Rajah Muda Hassim to Borneo Proper, and through his means *to establish an English influence.*" Keppel, vol. i, p. 320, 1842.—"The Sultan, Pangeran Usop, Pangeran Mumein, and others, declared 'Borneo would never be well till he (Muda Hassim) came back.'"

Borneo Papers, 1849, p. 59.—"This Pangeran (Muda Hassim) and his brothers, do no actual mischief, but there is a slight tendency to petty intrigue and a great drawback to trade whilst they are present, for no native will trust himself within reach of his Rajahs if he can help it."

"It is highly desirable, therefore, to remove Muda Hassim and his suite to Borneo Proper, not only from his being mischievous here, but from his presence being necessary in the capital to uphold *our influence* (*i. e.* British influence) there. I hope to effect this through Keppel's kindness," &c.

Borneo Papers, 1846, p. 59.—"With the neighbouring rivers our grand struggle is approaching, and I am rejoiced that it is so; for it will at once

Mr. Hume's version.

bring about what otherwise might have cost us years to effect, viz., the removal of all the bad and pestilential Rajahs and their followers, and the establishment of Sarawak influence and rule over the contiguous rivers."

(How does Mr. Hume justify the suppression of the context?)

Idem, p. 59.—"The removal of the bad and pestilent Rajahs and their followers."

(I was not, therefore, writing about Muda Hassim, as Mr. Hume supposes, but the term "Rajah" is commonly applied in a general sense to a man of rank.)

Idem, p. 59.—"The establishment of Sarawak influence and rule over all the contiguous rivers."

(Mr. Hume again suppresses the context to suit his purpose!)

There are numerous passages relating to "British influence," "our influence," "my influence," "Sarawak influence," which should limit the sense of the latter expression.

Vide Mundy, vol. i, pp. 343, 344—376. Borneo Papers, 1843, p. 12, &c.

Mundy, vol. i, 268, 269. Mr. Hume states that the visit of the "Diana" steamer to Sarawak, as I observed, "strengthened my position," and "otherwise did good to my cause, by creating an impression among the natives, of my power and influence with the Governor of the Straits Settlements."

(How does Mr. Hume imagine I can prevent a *popular* impression?)

Sir J. Brooke's text, with its context and explanatory passages.

bring about what otherwise might have cost us years to effect, viz. the removal of all *the bad and pestilent Rajahs and their followers, and the establishment of Sarawak influence and rule, over the contiguous rivers. Good and evil are now fairly pitted against each other, and I repeat again, I am glad of it—Heaven help the right!*" Page 60 of the same letter.—"*Seriff Sahib marking his course with rapine, retired to Sakarran.*"

Idem, 1846, p. 60.—"Linga has, or had, its *resident demon*, Seriff Jaffer. Sakarran has a small Malay population, at the head of which is Seriff Muller. The Dyak population is very numerous and *highly piratical.* Seriff Sahib was born in Sakarran; for many years he was the sole ruler of all the rivers, *destroying the Dyaks, oppressing the Malays, employing the Sakarrans on frequent piratical excursions, and fostering all the Illanun and other pirates.* The influence of these Seriffs must be entirely broken, and their persons banished."

Idem, p. 59.—"The establishment of Sarawak influence and rule over all the contiguous rivers."

Idem, p. 60.—"*The utmost good will result to every river along the coast, for they will then look to, and appeal to us, and we may gently influence their various governments!*"

Letter from Sir James Brooke to Captain Sir Edward Belcher, 1843.

"*The virtual ruler* (of Borneo Proper) *would in fact be a British servant in disguise.*"

Keppel, vol. i, p. 234-244.—"They were therefore excessively frightened when a week after the "Swift," the "Diana" steamer entered the river. *I had the pleasure of calming their fears, and was too generous to push matters to a settlement, during the two days the steamer remained,*" et seq.

Relative to the same negotiation. arising out of the detention of the crew of the "Sultana" in Borneo Proper, I stated to the Sultan: "*That I was not a man in authority, or belonging to the East India Company.*"—Keppel, vol. i, p. 320.

These extracts afford a fair specimen of Mr. Hume's *honesty* in his *literary character;* but there are other amusing perversions of facts and of meaning.

He asserts that *I took Muda Hassim aboard a man-of-war* to Bruné, p. 9. How could *I* take any one on board a ship of war? Again: the native Datoos resisted the Sultan's authority for several years before my arrival in the country; my interference induced this people to lay down their arms; that after nine months subsequently passed in vain endeavours to establish the power of Muda Hassim, *i.e.* endeavours made by Muda Hassim himself, that Prince handed over the country which he could not govern to me; and the Datoos and people accepted my government, as they had before accepted my mediation (p. 6). This Mr. Hume declares to be a contradiction!

Page 13 shows that in 1844 I wrote that "I could not sport an independent monarchy," and that in 1852 I declared (the circumstances being altered) that "I held my position at Sarawak as emanating from [the will of a free people to choose its own form of government." Is there anything new or astonishing in this? Do not changes of circumstances beget changes of government? Do not nations progress from dependence to independence? Do not people advance from slavery to freedom? Would Mr. Hume push back the dial of time, and maintain the divine rights of despots and despotic governments?

No man has better reason to complain than myself of the means which have been used *to make out a case against him.* A correspondence of eight years (of which I retain no copy) has been quoted, doubtless, in the same manner that Mr. Hume has quoted from my published diary. Another private correspondence with an intimate friend, which was accidentally obtained and secretly copied, has been employed with the same object of injuring me. The evidences of *two* Captains of the East India Company's Marine have been magnified into the evidences *of four officers*, to give a *primâ facie* importance. A memorial, addressed to Mr. Hume by fifty-three merchants, who were not merchants, has been dwelt upon, as though it contained something beyond a desire for inquiry, founded on a profession of ignorance! A letter was written, and "*cooked*" for William Henry Miles, who could not have written it himself! Eighty pounds sterling was offered for the copy of a letter which was supposed would prove injurious to my cause! and *the Government of Bruné was instigated to make complaints to the Queen of England against my proceedings;* and this conspiracy not succeeding, a fabricated statement was made out, which Mr. Hume still parades as an evidence, though it has been disowned by the Princes of Bruné, and by them exposed. Mr. Hume ought to distrust the honesty of his informants, or honest men will distrust him!

[A No. 5. Handed in by Sir James Brooke, October 25, 1854.]

A Letter from Borneo; with Notices of the Country and its Inhabitants. Addressed to James Gardner, Esq. By J. Brooke, Esq.

[This is the paper referred to in the preceding letters, and was published under the direction of the editor in the year 1842. It is too important a testimony to the notions of its author, to be omitted here.]

Kuchin Sarawak, Island of Borneo,
My dear Sir, *December* 10, 1841.

You are good enough, in your letter of the 4th of August last, to say that if I will furnish some details respecting this country, and of my views in settling here, you will endeavour to lay them before Her Majesty's Secretary of State for the Colonies. Amid the numerous plans for the extension of commerce, the propagation of Christianity, or the amelioration of an interesting but most unhappy aboriginal race, my present undertaking may merit attention; and I trust it may claim a candid consideration, as being divested of all personal views of advantage, except such as may ultimately flow from the improvements of the country.

Of the time I have already devoted, in order to acquire a knowledge of this island, and of the pecuniary sacrifices I have made to benefit the people, you are well aware; and it is only for me, in alluding to these circumstances, to add that, although anxious to see a settlement under British influence and protection

established here, I am indifferent whether it be formed under my own superintendence or under the direction of others, and am willing to transfer the rights and interests I have acquired to any successor who, with better means and better support, shall be able more effectually to carry my views into execution. I wish it therefore to be understood, that on public grounds only I request the support of Government or the assistance of the commercial community; that my objects are to call into existence the resources of one of the richest and most extensive islands of the globe; to relieve an industrious people from oppression, and to check and, if possible, to suppress PIRACY and the SLAVE TRADE, which are openly carried on within a short distance of three European settlements, on a scale and system revolting to humanity. These objects are by no means so difficult to accomplish as may at first sight appear; and whilst I devote myself to this task, I cannot but hope it will excite the interest which it appears to me to deserve, and that, as I have already borne all the brunt, I shall not be left to bear all the burden likewise. It is evident that the success of such an undertaking must depend greatly on the means which are employed, and though the limited resources of an individual may render the result doubtful, yet with means better adequate to the end in view, it may be reduced nearly to a certainty, and the advantages flowing from success must overpay a thousandfold the moderate outlay dictated by humanity, and risked for the extension of commerce.

Convinced as I am of the good that must result both to Malays and Dyaks* from even my own endeavours, and resolved to persevere in them (as if I fail in all I propose I shall at least pave the way for future improvement, and leave, I trust, a favourable impression of English character), yet to enable others to judge of the reasons for my conviction, it will be necessary for me to enter into some brief details on the following points:—1st. The government of Borneo. 2nd. The description of the country, its inhabitants and produce. 3rd. My own past and present proceedings, and future prospects; the difficulties yet to be encountered, and the means necessary to ensure success.

1. The Government of *Borneo Proper*,† like that of every other Malay State in the present day, is in the last stage of decay and distraction, without internal power or external influence; and to such a degree do their intrigues and dissensions extend, that for the last twenty years the Sultan and the four hereditary officers of state of the Royal family have merely held nominal titles, being each unable to obtain the legal investiture from the jealousy of the others. The capital, once a place of importance, is now greatly reduced, and wretched in the extreme; and though formerly containing 30,000 inhabitants, it is now reduced to 4000. The trade there is nearly at an end, both with China and the European Settlements, and is confined to a few native prows: throughout the territory the same distraction prevails. A few chiefs hold possession of the mouths of the rivers, war with each other without check or control, and oppress the inhabitants, especially the Hill Dyaks, until trade is reduced to its lowest possible limit, and produce only gathered in the smallest possible quantity; and countries abounding with the richest gifts of nature, scarce feed a scanty and diminishing populetion. Nor does the evil cease here; for a swarm of petty Pangerans, or Chiefs, by their rapacity, frequently drive the people into rebellion, or reduce them to the most abject state of distress, and even starvation. I am unacquainted with any parallel state of society; for though in other countries rapacity, corruption, and intrigue may be very general, there is usually some power, some rallying point for aggression or protection; but here all are rapacious, all are poor, and all so weak that fifty Europeans would take the whole country from end to end.

Borneo Proper has scarcely held any communication with Europeans, and I believe the only Treaty was entered into with the English in the year 1775, which certainly was little adhered to by either party. The Dutch have had no footing or no Treaty, and the Borneons* are jealous of their neighbours, as they well may be; for the Dutch Governments of Sambas and Pontianak, however

* The Dyak tribes are the aborigines of Borneo, inhabiting the interior of the island, and are in subjugation to the Malays who line the coast.

† Borneo Proper is the northern and north-western part of the Island of Borneo, and is completely an independent State, uninfluenced by any European nation whatsoever.

‡ Borneons. These are the Malay inhabitants of Borneo Proper, and must be considered as quite distinct from the Dyaks, or aboriginal population.

advantageous they may be to Holland in a pecuniary point of view, do not even aim at the improvement of the natives or *the extension of trade.* It is in consequence of this slight intercourse with the civilized world that the *Borneons* are more rude and more ignorant than the other Malayans; and the demands of commerce, instead of improving the country generally, have had the opposite effect, and have rendered the Chiefs and traders jointly the oppressors of the poorer classes.

I may here be allowed to offer a few remarks which apply generally to the Eastern Archipelago, but more particularly to the country of Borneo. Commerce has been indiscriminately described as an important medium of improvement, and no doubt it is so in many (perhaps all) cases where it is unshackled and left to the impulse of the people; but there are exceptions to this rule, and amongst them must be reckoned the commerce of the Eastern Archipelago, which is generally in the hands of the native Chiefs, and often is the most fatal instrument of oppression. Space forbids my entering more largely on this question; but if we were to inquire into the benefits conferred by trade within the last 200 years in the Archipelago, it would be difficult to point out one single Malayan State either more civilized, more poweful, or more happy than they were formerly; whilst the examples of the contrary, either from this or other causes, are unhappily too numerous. *My experience here enables me to affirm, from the distracted state of the Government and the depression of the people, that trade, instead of being a blessing, is a curse;* and that the richer a country is, and the greater the demand by European vessels for any staple commodity, the more wretched are the inhabitants and the more rapacious the Chiefs, who drive the people to unrequited labour, as long as there is any demand, to the neglect of their agricultural pursuits, on which they depend for food. The Chief grows rich, but the people are abjectly poor, and the country is ruined by the desertion or rebellion of its inhabitants. The trade from the coast, carried on in the native prows, leads to less mischief, although it confers little good on the poorer classes: as I have remarked before, the trade is confined to a few Chiefs and Nakodahs, and as the Dyak producers derive scarcely any advantage, the export produce is limited to the smallest possible quantity which will serve to satisfy the demands of their rulers, and to purchase that indispensable necessary of life—salt. I may here mention the usual prices demanded of the Dyaks, besides other extortions to be noticed hereafter. One gantang of salt for three or four gantangs of rice, the value of the two articles being fourteen dollars for a royan of salt and fifty for a royan of rice. When the Chief has reduced the tribe to starvation, he returns the same rice and demands ten peculs of antimony ore for one rupee's worth of paddy or rice in the husk. Each pecul of antimony ore may be sold for one and a-half or two rupees on the spot. Half a catty of birds' nests are taken for one gantang of rice, being a moderate profit of 2,000 per cent. I would call the attention of intelligent men to this subject, and will only add, that until the merchant can deal with the producer, or at any rate until the producer has the liberty of taking the best price offered for his goods, there can be no hope of ameliorating the condition of the Dyaks by developing the resources of the country. To what extent this end might be effected I shall hereafter have to mention.

2ndly. The Borneon territory is comprised between Tanjong Datu, in latitude 2° 7′ 17″ north, longitude 109° 43′ 57′ east, and Malludu Bay; but the northern part of the island is inhabited by a number of piratical communities, formed from a mixture of the surrounding countries, and the authority of the Borneon Government is scarcely recognized to the northward of the capital of Borneo Proper river, the entrance of which lies in latitude 5° 6′ 42″ north, and longitude 115° 24′ 00″ east.

Between Tanjong Datu and the Murah Basar, or principal entrance of the Borneo river, are the following rivers: Samatan, Lundu, Sarawak, Samarahan, Sadong, Linga, Sakarran, Serebas, Kalaku, Niabar, Kejang, Kanowit, Palo, Bruit, Matto, Oya, Muka, Latow, Bintulu, Meri, Barram, Birah, Balyit, Tutong, Pungit, Murah-damit (small entrance), and Murah Basar, or Borneo river.

Several of these rivers are navigable for European vessels; many of them connected with each other in the interior, and diverging into numerous streams which descend from the range of mountains, separating the north-west coast from the Pontianak river. It is not my purpose to enter into any detail of these countries, of which it will be here sufficient to say that they are generally

inhabited by Malays at the entrance of the rivers, and Dyaks in the interior, and that they are all in the state I have before described, with the exceptions of Serebas and Sakarran, two powerful Dyak tribes, who having thrown off the authority of the Malays have turned pirates, and ravage the coasts even as far as Celebes.

Sarawak, the more immediate subject of attention, extends from Tanjong Datu to the entrance of the Samarahan river, a distance along the coast of about sixty miles in a east-south-east direction, with an average breadth of fifty miles. It is bounded to the westward by the Sambas territory, to the southward by a range of mountains which separate it from the Pontianak river, and to the eastward by the Borneo territory of Sadong. Within this space there are several rivers and islands, which it is needless here to describe at length, as the account of the river of Sarawak will answer alike for the rest. There are two navigable entrances to this river, and numerous smaller branches for boats, both to the westward and eastward; the two principal entrances combine at about twelve miles from the sea, and the river flows for twenty miles into the interior, in a southerly and westerly direction, when it again forms two branches, one running to the right, the other to the left hand, as far as the mountain range. Besides these facilities for water communication, there exist three other branches from the easternmost entrance, called Moratabas, one of which joins the Samarahan river, and the two others flow from different points of the mountain range already mentioned. The country is diversified by detached mountains, and the mountain range has an elevation of about 3,000 feet. The aspect of the country may be generally described as low and woody at the entrance of the rivers, except a few high mountains; but in the interior undulating in parts, and part presenting fine level plains. The climate may be pronounced healthy and cool, though for the six months from September to March a great quantity of rain falls. During my three visits to this place, which have been prolonged to eight months, and since residing here, we have been clear of sickness; and during the entire period not one of three deaths could be attributed to the effects of climate. The more serious maladies of tropical climates are very infrequent; from fever and dysentery we have been quite free; and the only complaints have been rheumatism, colds and ague; the latter however attacked us in the interior, and no one has yet had it at Kuching, which is situated about twenty-five miles from the mouth of the river.

The soil and productions of this country are of the richest description, and it is not too much to say, that within the same given space there are not to be found the same mineral and vegetable riches in any land in the world. I propose to give a brief detail of them, beginning with the soil of the plains, which is moist and rich, and calculated for the growth of rice, for which purpose it was formerly cleared and used, until the distractions of the country commenced. From the known industry of the Dyaks, and their partiality to rice cultivation, there can be little doubt that it would become an article of extensive export, provided security be given to the cultivator and a proper remuneration for his produce. The lower grounds, besides rice, are admirably calculated for the growth of sago, and produce canes, rattans, and forest timber of the finest description for ship-building and other useful purposes. The Chinese export considerable quantities of timber from Sambas and Pontianak, particularly of the kind called "balean" by the natives, or the lion wood of the Europeans, and at this place it is to be had in far greater quantity and nearer the place of sale. The undulating ground differs in soil, some portions of it being a yellowish clay, whilst the rest is a rich mould; these grounds, generally speaking, as well as the slopes of the higher mountains, are admirably calculated for the growth of nutmegs, coffee, pepper, or any of the more valuable vegetable productions of the tropics. Besides the above-mentioned articles, there are birds' nests, bees' wax, and several kinds of scented wood in demand at Singapore, which are all collected by the Dyaks, and would be collected in far greater quantity provided the Dyak was allowed to sell them. Turning from the vegetable to the mineral riches of the country, we have diamonds, gold, tin, iron, and antimony ore, certain; I have lately sent what I believe to be a specimen of lead ore to Calcutta, and copper is reported. It must be remembered in reading this list that the country is as yet unexplored by a scientific person, and that the inquiries of a geologist and a mineralogist would throw further light on the minerals of the mountains, and the spots where they are to be found in the greatest plenty. The diamonds are

stated to be found in considerable numbers, and of a good water; and I judge the statement to be correct, from the fact that the diamond-workers from Sandak come here and work secretly, and the people from Banjar Massing, who are likewise clever at this trade, are most desirous to be allowed to work for the precious stone. Gold of a good quality certainly is to be found in large quantities. The eagerness and perseverance of the Chinese to establish themselves is a convincing proof of the fact; and about ten years since a body of about 3,000 of them had great success in procuring gold by their ordinary mode of trenching the ground.

The quantity of gold yearly procured at Sambas is moderately stated at 130,000 bunkals, which, reckoned at the low rate of 20 Spanish dollars a bunkal, gives 2,600,000 Spanish dollars, or upwards of half-a-million sterling. The most intelligent Chinese are of opinion that the quantity here exceeds the quantity at Sambas, and there is no good reason to suppose it would fall short of it when once a sufficient Chinese population is settled in the country.

Antimony ore is a staple commodity which is to be procured in any quantity. Tin is said to be plentiful, and the Chinese propose working it, but I have had no opportunity of visiting the spot where it is found. The copper, though reported, has not been brought, and the iron ore I have examined is of inferior quality. The specimen of what I supposed to be lead ore has been forwarded to Calcutta, and it remains to be seen what its value may be. And besides these above-mentioned minerals there can be little doubt of many others being discovered, if the mountain range was properly explored by any man of science. Many other articles of minor importance might be mentioned, but it is needless to add to a list which contains articles of such value, and which would prove the country equal in vegetable and mineral productions to any in the world.

From the productions I turn to the inhabitants, and I feel sure that in describing their sufferings and miseries, I shall command the interest and sympathy of every person of humanity, and that the claims of the virtuous and most unhappy Dyaks will meet with the same attention as those of the African. And these claims have the advantage that much good may be done, without the vast expenditure of lives and money which the exertions on the African coast yearly cost, and that the people would readily appreciate the good that was conferred upon them, and rapidly rise in the scale of civilization. The inhabitants may be divided into three different classes, viz., the Malays, the Chinese, and the Dyaks; of the two former little need be said, as they are so well known. The Malays are not numerous, and, generally speaking, with the exception of the Borneo Pangerans, are well inclined to aid me as far as lays in their power. The Chinese are about 400 in number, and the only impediment to their immigrating is their poverty, and the present high price of provisions. The Chinese, as it is well known, are divided into kunsis or companys, and a rival company to the one at present here, offers to bring 3,000 men in a few months, provided they can get permission to do so. The Chinese are so industrious a people, that the aspect of a country soon changes wherein they settle; and as they are most desirous to gain a footing here, there can be no doubt of success ultimately in developing the resources of the soil, and working the minerals to great advantage. The Dyaks, by far the most interesting portion of the inhabitants, are confined almost entirely to the mountainous country, where they have fastnesses to which they fly on the slightest alarm. These people are mild, industrious, and so scrupulously honest, that a single case of theft has not come under my observation, even when surrounded by objects easily appropriated and tempting from their novelty. In their domestic lives they are amiable, and addicted to none of the glaring vices of a wild state; they marry but one wife, and their women are always quoted amongst the Malays as remarkable for chastity, nor are they degraded as in many communities. The head-hunting, or taking the heads of their enemies, is a feature in warfare by no means new or extraordinary, and, similarly to the scalping of the North American Indian, is a trophy of victory and prowess. Amongst the hill Dyaks, this custom is confined entirely to the heads of enemies, and is the effect and not the cause of war; their wars are by no means bloody, and are never carried on but by small companies, who enter on the enemies' ground, and lay in ambush for parties or individuals of their foes. The exaggerated accounts of some travellers have been drawn from the more savage and predatory tribes of the coast; but these tribes have forsaken their original customs, and have joined piracy to their former practice of taking heads, and they

are not different from other pirates, who destroy as well as plunder. The hill Dyaks, such as I have briefly described them, are a most interesting race, and present more facilities for the amelioration of their condition than any other people. In general, however, they are sunk in misery, and too frequently exposed to famine; but when only moderately oppressed, I have seen tribes who brought to mind the simplicity, if not the happiness, of primitive society. The number of these people in the country of Sarawak may generally be stated at 10,000; but with the slightest protection, numbers who have retired beyond the reach of their cruel oppressors would return to their former habitations. Their freedom from all prejudice, and their scanty knowledge of religion, would render their conversion to Christianity an easy task, provided they are rescued from their present sufferings and degraded state: but until this be done, it will be in vain to preach a faith to them, the first precepts of which are daily violated on their own persons. Never, indeed, were people more oppressed or more wretched; and although to those far removed from witnessing their sufferings and their patience, the enthusiasm I feel and cannot help expressing may appear exaggerated, yet probably were they themselves to change situations with me, they would perhaps speak, if not feel, more warmly than I do. In order, however, to give a clear idea of the past and present state of the Dyaks, it will be necessary to revert to the *customs* by which they are governed. They are always considered an inferior race, and a heavy penalty is imposed on them for committing any offence against a Malay; to kill a Malay, under *any circumstances of aggression*, would subject them to death, or even worse punishment; to strike or scuffle with a Mahomedan, though he be caught in the act of stealing their property, would likewise be a grave offence, and so far is this carried, that should a Malay be hurt by one of the traps laid by the Dyaks for wild boars, the Dyak would gladly compound *this crime*, by making over two-thirds of all his property to the person so injured, and he would be lucky to escape at so cheap a rate; on the other hand, a Malay killing a Dyak, is rarely punished, even by the imposition of a small fine, and the only inconvenience he suffers is being unable to visit that particular tribe from a just fear of retaliation. The direct tax paid by the Dyaks to their local rulers is trifling in amount, but they suffer afterwards from all sorts of exactions, carried on by means of artifice or violence. It would be impossible to describe all these exactions, and I shall therefore confine myself to such as are most oppressive, and the effects of which are most ruinous.

The Dyaks, as I have already mentioned, are extensive cultivators of rice, and it will appear, from what follows, how necessary a precaution it is, to save themselves from the consequences resulting from a failure to meet the demands made on them by the Malays. The local rulers have the following rights:—First, the monopoly of all the Dyak trade in bees'-wax, birds' nests, &c., the price of these articles being fixed by the purchaser at a five-hundredth part of their value in the market, nor dare the Dyak refuse this nominal remuneration, or accept a better from another purchaser. They have likewise the right of indirect taxation, which is carried on to a very great extent, and in the following manner:—An article, say a piece of iron two feet long, is sent to the head of the Dyak tribe, with orders for him to buy it at two, three, or even four pounds sterling, and *he dare* not refuse. Another is sent in the same way, another and another, until the rapacity of the chief be satisfied; or, which is more frequently the case, the victim can no longer meet the demand. All their valuable produce is thus wrested from them, rice is taken in the same way, and to finish this list of exactions, they are called upon to labour at antimony ore, or any work too heavy to suit the lazy habits of their tyrants. When the demands of the chief have been met, the herd of petty Pangerans and worthless followers flock to the plunder of the Dyaks, and by threats, violence, and false accusations, extort what remains of their provisions, until the cultivator, who supplies rice *for export*, at the end of each year has not sufficient to feed his family, and lives on raw sago, fruit, or vegetables, and too often is reduced to a state of famine as deplorable to contemplate as it is difficult effectually to relieve. I wish for the sake of humanity I could stop here, but the worst feature of cruelty yet remains to be stated. The Dyaks reduced to starvation, sometimes are unable, sometimes refuse to meet these multiplied demands; at other times, the Malays bring some trifling accusation, and often are not at the trouble to seek any plea to justify their proceedings. The result is the same, the Dyak tribe is attacked and plundered, and their wives and children seized *and sold as slaves!*

This practice is carried on to an extent revolting to humanity,—not only here, but throughout the Borneon territory wherever the Dyaks are weak and their oppressors strong; and the unwarlike Malays do not incur risks, as they generally employ the Serebas and Sakarran Dyaks, aided by a small party with fire-arms, to make the attack. The terms of the agreement are, that the Malays get two-thirds of the property and slaves, whilst the predatory Dyaks get the other third, and all the heads. A few facts which have fallen under my own observation will speak for themselves. Of twenty Dyak tribes under this Government more than half have been robbed of their wives and children in part; and one tribe is without women or children amongst them, upwards of two hundred having been led away into slavery at Sakarran and Sadong. The Chief of this tribe, when he met me a short time since, described their former and their present condition with great truth and force, and concluded his appeal in the following words:—"For more than a year we have asked the Pangerans to restore our wives and children: they have promised and deceived us. If you will get our families—if you will give us our wives and children back, we will be faithful in prosperity and adversity; we will work for you, and all that we have or can get shall be yours." I may perhaps be pardoned for saying that I am now in treaty for the release of these unhappy victims, and have hopes I may ultimately succeed in restoring them to their husbands.

A short time since, the following case came before me:—A Pangeran extorted a slave from a Dyak Chief, but left him with his tribe; when a few months after a Malay, representing himself as sent by the same Pangeran, demanded and took the slave away. The Pangeran denied having sent, and ordered ten slaves to be paid in lieu of the one lost; and would have succeeded in getting them, had I not heard of the circumstance. No comment need be made, except that it is probable he sent for his slave himself; and at any rate the man who took him remains unpunished.

One more fact, and I will conclude this branch of my subject. Several of the Borneo Pangerans, about six months since, invited a large party of Sakarran Dyaks to the plunder of the tribes up this river, but before their call was answered my arrival in the "Royalist" disconcerted their plan in some measure. A hundred war prows of the Sakarrans, carrying some fifty and none less than twenty-five men, and in all certainly a body of 3,000 men, arrived however at Kuching, and requested permission to make the arranged attack. The Rajah Muda Hassim, who is incapable of such an act, was worked upon by fear to give over the management of the business to another, and retired into his seraglio. I was all along assured that the Sakarrans could not ascend the river, and the first intimation to the contrary was the departure of the war prows, attended by sixty Malays, to guide them to their prey. They had however reckoned too much on my forbearance; for the instant I was apprised of the circumstances I loaded the schooner's guns and armed her boats, and threatened not only to attack the Sakarran Dyaks, but to make the Pangerans answerable for their act. After a vain attempt to convince me the Dyaks were too powerful to be resisted, they quietly yielded to my peremptory demand; and I had the satisfaction, on the following morning, to see the fleet return. The consequences would have been lamentable, indeed, had these Pangerans been allowed to carry their iniquitous scheme into execution; and I cannot but rejoice in having been instrumental in saving the Dyaks from this aggravation of their miseries. Since that time, another native Chief has sent the Sakarran Dyaks to attack a tribe called Sunpro, and after a night surprise they captured forty women and children; killing about the same number of men, and burning their village.

Such is the sad condition of the Dyak tribes: such the sufferings of an innocent and industrious race, which are scarcely to be matched in the annals of nations, and unequalled even on the coast of Guinea, for there the lot of slavery falls only on a portion of the community, whilst here it is the wanton butchery and the wholesale slavery of entire communities. I need make no further comment of my own, save that I have endeavoured to render this statement as plain and matter of fact as possible; and have sought instead of exaggerating, to soften the features of a most horrible picture. After residing amongst this people, and becoming intimately acquainted with their characters and many virtues; after witnessing their sufferings and patience, and very firmly convinced of the facilities with which they might be improved; after struggling for a year to protect them; and after acquiring their slowly-bestowed confidence, it

cannot be a matter of surprise that I appeal in their behalf to that generosity which I am led to think aids the distressed and commiserates the sufferings of our fellow-creatures. If a case of misery ever called for help, it is here: and the act of humanity which redeems the Dyak race from their condition of unparalleled wretchedness, will open a path for religion and for commerce which may in future repay the charity which ought to seek no remuneration.

If the British public be indifferent to the sufferings of this unhappy race, now for the first time made known to them; if when the means of ameliorating this inhuman state of things, and alleviating the miseries of an innocent and much abused people, are pointed out, they turn a deaf ear to the appeal, they are not what I believe them to be, and what they profess themselves.

It now only remains for me to state my proceedings since my first arrival at this place, and my views as to the best mode of suppressing the atrocities I have described, and of developing the resources of the country in a commercial point of view. In doing so I shall confine myself to the lowest possible limit which may offer a fair prospect of success; and I shall be better pleased if the plan is enlarged so as to embrace a more extended field of operations.

The rebellion of this place arose out of the intrigues of two or three Borneo Pangerans, conjointly with some of the Pangerans of Sambas, and the Rajah Muda Hassim came from Borneo to suppress it, and to prevent the alienation of the territory. I may say of this Prince that he is mild, humane, and just; wishing to do well, without the resolution or energy of character necessary, and decidedly partial to the English. On his arrival here he found a most difficult task; and after four years, from the lukewarmness of his followers, the deceit and intrigues of his rivals, and the falseness of some of those about him, he was reduced to circumstances of great distress and difficulty. I first visited Sarawak in 1839, and in July 1840 returned, with the intention of remaining ten days, which was prolonged week after week at the urgent entreaties of the Rajah. Having at length intimated my intention of taking leave, a request was made to me to assist in the war, which I refused in the first instance, but afterwards acceded to, the following reasons inducing me to alter my determination:—The Rajah Muda Hassim's cause was undoubtedly just, and was identical with the independence of Borneo; and on the continuance of this independence depends the considerable trade between the coast and Singapore. I had a good opinion of the Rajah Muda Hassim's character and intentions, and could not but lament to see an amiable Prince, who had shown himself partial and friendly to our nation, reduced to such difficulties. The Rajah himself urged upon me that he was deceived and betrayed by the intrigues of the Pangerans, who aimed at alienating his country, and that if I left him he should probably have to remain here for the rest of his life, being resolved to die rather than yield to the unjust influence which others were seeking to acquire over him; and he appealed to me that after our friendly communication I could not, as an English gentleman, desert him under such circumstances. I felt that honourably I could not do so; and though reluctantly enough, I resolved to give him the aid he asked;—small indeed, but of consequence in such a petty warfare.

After a three months' campaign, the rebels surrendered at discretion, and the difficult task of saving their lives was imposed upon me; for although their lives were forfeited by the law of all countries, I could not reconcile it to myself to allow their execution, when I had been a party to their capture. Those who know the Malay character will appreciate the difficulty of the attempt to stand between the monarch and his victims; and to the kindness of the Rajah's disposition my success may be attributed. I may here mention that the women and children of the rebels were taken as hostages, and kept confined for nine months, when I had the satisfaction of releasing them, and restoring them to their families.

At this period Muda Hassim offered me the government of the country, and we held several conferences on the subject, when it was finally settled that I should bring from Singapore a supply of all the necessaries required, and in return receive antimony ore, and that on my return Muda Hassim should give this grant which he had volunteered. I could at once have obtained this grant, but I preferred interposing a delay; because to accept such a boon when imposed by necessity, or from a feeling of gratitude for recent assistance, would have rendered it both suspicious and useless; and I was by no means eager to enter on the task (the full difficulties of which I clearly foresaw) without the

undoubted and spontaneous support of the Rajah. In the month of April of this year I once more arrived at Kuching, but it was not until the 24th of September that Muda Hassim affixed his seal to the deed which made over the government into my hands. This delay arose in a great measure from the intrigues of those about him; from his own procrastinating disposition; and from his fear of releasing the rebel families, on which I insisted as a necessary preliminary.

The agreement is to the following effect:

"That the country and government of Sarawak is made over to me (to be held under the Crown of Borneo), with all its revenues and dependencies, on the yearly payment of 2,500 dollars. That I am not to infringe upon their customs or religion; and, in return, that no person is to interfere with me in the management of the country."

This agreement is made only by Muda Hassim, and it may be objected that he alone is not capable of granting without the consent of his nephew the Sultan;* but let it be answered to this, that there is no Sultan in Borneo, and that the Rajah Muda Hassim's claim is as good as that of his nephew; and secondly, that he holds a deed from his nephew for the disposal of this country according to his pleasure.

From the imbecility of his nephew, Omar Ali, the affairs of Borneo are entirely in the hands of the Rajah Muda, and no difficulty will be found in gaining the additional signature, if required. I may add, that since the 24th of September I have issued a brief Code of Regulations, a translation of which accompanies this paper, and have instituted a Court of Justice, where the brothers of Muda Hassim sit with myself to decide on cases. I have also had an interview with most of the Dyak Chiefs, to whom I have explained minutely my wishes in their favour, and my intention of substituting a fixed rice-tax, in lieu of the system of robbery which is yearly carried on. These measures have all been successful, and our further progress is now only checked by the arrival of a brig from Sambas, with the avowed purpose of recovering a debt from the Chinese, and the real one of disturbing me here. In the latter attempt, however, they have met with little success; for, although causing some anxiety, my influence has been strengthened rather than weakened by this interference. The only excuse I can plead for this egotistical detail is, that it will be found necessary to the right understanding of my present position; and I escape with pleasure from prosecuting it further, in order to lay before you what may be done by a moderate outlay in furtherance of the three great objects already mentioned, namely, the extension of trade, the propagation of Christianity, and the suppression of the atrocities practised in the Dyak tribes.

The riches of the Island of Borneo are not to be questioned, and it possesses a population of some millions of inhabitants shut up in its interior, who are debarred the use of British manufactures from the restrictive policy of the Dutch, and the state of warfare they live in with the Malays. It will be found impossible, however, to open an effective communication with these people, or to develop the resources of the island generally, without the previous amendment of its internal condition, and until the cultivator derives some adequate remuneration for his produce. To effect these objects, it is not required that any expensive establishments should be maintained, or any great capital risked, but only that a friendly intercourse should be opened with the Chiefs, a knowledge gained of their country, and a free trade encouraged at a station like Sarawak, where the small native canoes might resort, and whence an inland communication might be carried on.

It was with these views I accepted the government of Sarawak, and in order to carry them out I propose the following steps:

1st. To encourage the immigration of Chinese and Javanese, and, after twelve months, to tax them at the yearly rate of one real, or 3*s.* 6*d.* per head. The same light tax, or its equivalent in rice, to be imposed likewise on the Malays and Dyaks whenever the former people can afford to pay it.

The industry of the Chinese will insure the prosperity of the country, and there can be no doubt they will crowd here in vast numbers when *any government* is established, as they have already persevered in forming Settlements, spite of repeated disasters arising from the disturbed state of the country. The Javanese,

* Omar Ali is the nephew of the Rajah Muda Hassim, and claims the title of Sultan, but has hitherto been unable to make his claim good.

like the Chinese, would easily be procured, and form a body distinguished for their peaceful habits and fondness for agriculture; whist the Bugis,* from their love of commerce and enterprising disposition, have expressed a desire to come here, provided I resolved to stay. In short, there can be no doubt that a country eminently calculated to support a large population, would be rapidly filled, should there be a government sufficiently strong to save them from being plundered, and to clear the sea of pirates. *Time, however, is requisite* to settle a population, and to allow them to gain some profits from the soil, and the *expense in the interim is the question which occupies my attention, and forms the principal obstacle to success. If left entirely to my own resources for the future, it is necessary that I depend on the trade to defray the charges of the establishment which I am obliged to keep, and being forced to trade is contrary to my wishes and my avowed objects, may weaken my influence, by creating jealousy, and must include a monopoly of antimony ore. I must therefore repeat, that only whilst forced by circumstances will I mix myself up with commerce.*

2ndly. I propose to open a friendly communication with the different Chiefs, and with the interior tribes, by visiting them either once or twice a-year, and inspiring a confidence in our good intentions; and there will be no difficulty in so doing, as, from their knowledge of me, they are already well disposed to take any steps which I may point out.

3rdly. To return with the Rajah Muda Hassim to Borneo Proper, and, through his means, to stop the distractions and intrigues of the capital, and establish an English influence.

4thly. By a free trade to remove the oppression practised on the cultivator, by giving him a proper participation in the profits of his produce. This will be effected, in a great measure, by a post like Sarawak, which they can reach in their small boats (as the poorer classes of Malays and Dyaks will then trade themselves, which they are now unable to do in consequence of the distance from Singapore), and from the visits of the European merchant to the numerous ports on the coast. When the producer is remunerated the resources of the island will be called into existence, and certainly not one five-hundredth part now ever finds its way to market, even from the rivers of the coast. I need not dwell longer on this point, for whoever remembers the former account of the city of Borneo, with its European and Chinese trade, and compares them with the present state, will be able to judge what the country might be.

5thly. The extirpation of piracy.

No remark is necessary on this head, except that the slave trade and piracy, joined, is carried on openly on this coast; that, each year, fleets of piratical Illanuns wait for the prows† bound for Singapore, and reduce their crews to slavery, after capturing their vessels. Nor is this slavery of that mild description which is often attributed to the Asiatics, for these victims are bound for months, and crowded in the bottom of the pirate vessels, where they suffer all the miseries which could be inflicted aboard an African slaver.

Besides the Illanun pirates, the Dyaks of Serebas and Sakarran yearly sweep the shore, even to Celebes, murdering the men of all nations, and capturing women and children, rendering the communication along the coast dangerous, and preventing the cultivation of the soil near the sea-shores. It is sufficient to say that all this has been going on for years, within a few days' sail of Singapore, and that it might be suppressed in a few months by vigorous measures.

The protection of the Dyak race in Sarawak would quickly follow the residence of Europeans, and, indeed, already their condition has been improved in some measure, and in future, the residence of missionaries amongst them would give them confidence to resist the unjust demands which they are now forced to comply with. In the present day I know no field for the missionary which promises such a harvest as the Dyak tribes, if their condition be ameliorated simultaneously with the introduction of a new faith.

These are the advantages which may result to commerce and humanity, by a proper British influence being established in Borneo; and I conceive that policy dictates these measures at the present time, because in case of any delay it will no longer be in our power. From the distractions of Borneo, some European State must very shortly interfere in their concerns, and the supremacy of the Dutch Government would be the knell of the British trade which now is

* The Bugis are the trading races of the Eastern Archipelago.

† The Lanoons are pirates inhabiting the small cluster of islands between Borneo and Magindano.

carried on, and effectually stop all measures of improvement. The means for carrying these measures into effect would be as follows:

A steam-boat of 100 tons, drawing little water, and properly manned and armed. This vessel, besides being employed in suppressing piracy, and keeping open a communication with Singapore and China, might survey the coast of Borneo and the Palawan Passage. This survey is greatly required, to prevent the yearly loss of life which occurs; and a knowledge of these seas is daily becoming important, from the increased communication which will follow our present struggle with China.*

The recent discovery of coal in Borneo (the capital) may attract attention, as facilitating our steam intercourse; and, at any rate, it is fully time that a knowledge should be acquired and a check put to the depredations of the pirates who issue from the northern ports of Borneo, Magindano, and Saluk.

The establishment ashore could not be less than 6 Europeans, 10 Javanese, and 100 Bugis, and the amount yearly for wages at 2,000*l.* to 2,500*l.* sterling, making in all a total of 4,000*l.* to 5,000*l.* yearly expense. I do not dwell on this topic, but the amonnt here mentioned is probably the lowest on which the undertaking could be prosecuted, so as to ensure a fair prospect of success; and as the country becomes populous, it would gradually maintain a portion of the outlay, or its increasing resources might be expended in strengthening its force. The pecuniary amount is not a large one, if the objects proposed be considered; and for the purposes of humanity alone, larger sums are spent on less certain grounds. I leave, however, the consideration of the subject to those who read what I have already advanced, and whether the Government directly or indirectly give their sanction to the undertaking, or whether the public support it, every facility shall, on my part, be given to aid the ends in view, and *no arrangement* which aims at developing the country and assisting the Dyak races shall meet with obstruction from me: for I wish it to be clearly understood that I consider myself as an agent whom fortune has enabled to open the path, and that I am as ready to give place to a successor as I am to remain; and in doing either, seek only to advance the object which I consider recommended both by policy and humanity. My own intentions will by no means be altered, if I fail in rousing the attention and sympathy of those able, if willing, to enter on the task; and the only difference will be, that I must seek to raise the necessary expenses by entering on trade, in which case my position will be less influential and less useful than it would otherwise be, and my attention distracted by details foreign to my principal object. If my own advantage was the prominent motive, the latter plan has more to recommend it, for at the present time nothing prevents my monopolising the produce of the country and holding its imports as a monopoly too; and if I wanted an excuse, I should readily find it in the example of my European neighbours. I am convinced, however, that nothing but a free trade will benefit this country, and call its resources into existence; but it must be a free trade that strikes at the monopolies of the interior—at Malay monopoly as well as others. That my views will one day be appreciated, I feel assured; but if delay be interposed, I doubt whether they will ever be acted upon; for, as I have before remarked, we shall lose the trade we have, if the Dutch encroach on the territory of Borneo. How much may be effected by small means I have already shown; and I am now, and have been, holding the government of the country, with the Rajah Muda Hassim's assistance, with only four Europeans and eight natives; and in the space of eight months, from a state of distraction amounting almost to a struggle, the country is peaceful, and the inhabitants cultivating the ground. The experiment of developing a country through the residence of a few Europeans, and by the assistance of its native rulers, has never been fairly tried; and it appears to me in some respects more desirable than the actual possession by a foreign nation; for, if successful, the native prince finds greater advantages, and if a failure, the European government is not committed. Above all, it insures the independence of the native princes, and may advance the inhabitants further in the scale of civilization by means of this very independence, than can be done when the government is a foreign one, and their natural freedom sacrificed. Whatever may be the result in my own case, I shall have no cause to complain; and whatever sacrifice I may fruitlessly make, it will ever be a

* I mention a steamer as the most efficient vessel; but my schooner, the "Royalist," might be substituted at a yearly cost of 2,000*l.* sterling.

source of satisfactory reflection that I have done much good in the country, that I have saved the lives of many men, restored many captives to their families, and freed many slaves from bondage; that I have rescued an amiable and worthy native prince from the difficulties which beset him, and that I have restored him to a position whence he can claim what is his due; and I have fostered an industrious and oppressed race, and in a time of famine have relieved numbers from starvation. That I turned back a piratical fleet, who would have carried destruction and slavery throughout the country; that I have assisted the Chinese to settle here; and, above all, that I have repressed vice and assisted the distressed. I am proud to say this much; and whatever the future may bring, I am ready to meet; and I sincerely trust it may be of some benefit to the native races and the cause of humanity. Let not those at a distance imagine that I have suffered nothing, or sacrificed nothing, in this task; but personal convenience and personal advantage has not been, and is not, my object; and after devoting time and fortune, I shall retire with pleasure, if others will undertake to prosecute the plan more effectually. And, finally, if I appeal, it is not in my own name, but in the name of the oppressed and enslaved Dyaks. I appeal to those whose views of policy lead to the extention of commerce, to the religious body in England, who may here find a field for missionary labour—too long untried. I appeal to the humane, who desire to suppress all the horrors of piracy and the slave trade, and whose feelings would lead them to end a state of things repugnant to every idea of right, and to atrocities not to be exceeded in any part of the globe.

(Signed) J. BROOKE.

[A No. 6. Handed in by Sir James Brooke, October 25, 1854.]

Sir James Brooke to Mr. Wise.

Sarawak, October 15, 1845.

I acknowledge your five letters Nos. 48, 49, 50, and two duplicates. There is one piece of intelligence in these letters which I am sorry to learn, namely, the probability of your quitting the firm of Cruickshank, Melville, and Co. Without them, or some similar house, where will be the substantial credit which would enable me to resist the consequence of any unforseen stoppage of ore? This, with the change contemplated at Singapore, will, I am afraid, subject us to great inconvenience. I make no further remark, because I am ignorant on the subject; but I will only venture to say that if your retirement has any reference to Borneo affairs I conceive you ought most seriously to consider whether the chance be better than the certainty, and I fully and honourably absolve you from all my claims should your partners insist upon your making the sacrifice of me and Borneo, and you yield the matter.

The arrangement with Hallet and Co. appears to me excellent, provided you have not bound yourself down under forfeiture to any given quantity. There has been inattention this year in the case of the "Java," or otherwise the shipment would have amounted to 1,000 tons, and even yet may do so. I have made some inquiries about smelting the ore on the spot it is worked, and I find that there the natives would sell first quality at three piculs or four piculs for a rupees, and inferior at half price. Six miles of road and buffalo carts or ponies on rails, wood or iron, would carry it to the water-side, and large cargo boats would take it, if necessary, to the mouth of the river. Establishments need not be large, the outlay is moderate, wood cheap, and the expense would be greatly reduced of the ore, and so would carriage and freight. I mention this as it will have reference to a subsequent part of my letter. You caution Ruppell about the shipments in Singapore; but I assure you, living here, we have no influence on those shipments, and, indeed, not so much as you have in London.

The next question, which I may call a business question in embryo, is the Borneo Company or the like. On this subject be cautious—very cautious—and do not let your sanguine temperament run away with you. You know that I have given you great powers, which is the best proof of my confidence; but I cannot dream golden dreams; and I am so constituted that money does not

influence me much. I must earnestly impress upon you that I look forward to a period beyond my own existence for the development of the country, and shall be content to see it prosperous and rising during my lifetime, leaving it a rich inheritance to my heirs. In a Company there will be a great rush of Europeans, and eating and drinking and speculating—all which things are injurious to the country, unless such a Company be on the very smallest and most moderate scale, and gradually extended after a knowledge has been gained of the natives and the country. The map you desire you can procure from Bethune, and I will send you home a larger one, which Williams has in hand. No land, however, could be sold unless the persons proposing to purchase came or sent out previously, and looked and judged for themselves. You know that my great desire is to be clear from trade and its responsibility, and that I had made an arrangement for that purpose. This object you must keep in view, and effect as soon as possible, and surely there can be no difficulty in arranging it with really substantial people. You yourself, so sanguine of success, can take what portion you like.

The offers I make are explicit, and I think liberal; for the payment of 3,000*l.* ready money, and a yearly revenue of 2,500*l.*, I will make over to a small Company, or a few really monied and substantial people:

1st. The monopoly of the antimony ore of 1,000 tons a-year.

2nd. Opium monopoly, which is improving, and may be increased largely.

3rd. The right of working minerals for five years in any part of Sarawak, and the sole right of working the Diamond river at Suntak.

The agreement might be made for five years renewable, my revenue being increased in case of success, and the export of ore beyond 1,000 tons yearly to pay 1*l.* per ton. The establishment here in that case need not be increased at first beyond one very intelligent person. Rupp.ell and Peter Goree are indispensable. My schooner, old house, boats, &c., are a very small item, and the greatest improvements might be made to reduce the price of ore, by monied people. In this case I am supposing land might subsequently be purchased as required for cultivation, and by slow steps the concern might be increased by the infusion of larger capital.

On this plan I see my way clearly. No risk would be run by the parties taking the contract; all is easy and natural, and tending towards improvement; but in any other plan I cannot see my way, and there is risk of collision with the natives, and squabbles with the Europeans.

I recommend this more forcibly to you because, with your keen power of judging character, you must have seen that I am naturally so constituted as to be a dead clog upon soaring schemes. I cannot soar about money matters, and my mind is seriously disturbed and injured by the fluctuations, and even the very discussion of commercial matters in which I am mixed up. This then my desire should be effected as soon as possible, and I really see no difficulty about it; for the capital asked is trifling, and the return (more or less) is certain, whether the British protection be given or not, or the ultimate prospect of great success by quiet means.

The schooner "Julia" now pays half, or nearly half, her expenses by passengers and freights, and any monied people who advance gradually from quiet beginnings would find a sago manufactory a most profitable concern.

Sir James Brooke to Mr. Wise.

My dear Wise, *Sarawak, December* 4, 1845.

I shall answer your letter of the 24th briefly, as I wrote so fully by the last opportunity. I often, laughing, said to Bethune that I thought my journal, in its rude disjointed state, would puzzle any son of literature, and I had great doubts if anybody but myself could lick it into shape. Keppel, however, thought otherwise, and intended to take the best literary opinion on the advisability of making it public, and so I gave it to him to do as he pleased with it. I am very sorry your opinion is so strongly against the publication, and as you do not say anything of the literary defects, I conclude the extracts are injudiciously made. Much of the journal is quite unfit for the public, and must be devoid of interest; but other considerable portions relating to the geography

of the country, the different governments, and the habits and manners of an unknown aboriginal race, would in my opinion be acceptable to intelligent readers. As a general rule, therefore, I may say, that if the substantial parts of the journal have been extracted for publication, all is right; but if my private views, feelings, and opportunities have been selected, it must be bad, for it may look like a puff. Keppel will acquire the credit of being an interested party, and I shall be made a hero and a fool. I would not for the world that Keppel should be hurt or vexed, because, independent of my esteem for him, his intention was good. One thing, however, is certain, that the suppression of the work can do us no harm, and the suppression of portions which might injure our cause must do good. At a distance of some thousand miles, this is all I can say, and even this will be of little consequence, and whatever is done will be done before my opinion arrives. I consider your view of the matter somewhat too serious, for I believe the worst penalty would be to become a nine-days' laughing-stock. Books do not ruin characters or break heads, and it is quite impossible, before a work is published, to judge what impression it may make out of doors. I am very indifferent on the subject, but I have told you the best course in my opinion, and shall therefore not be sorry if the work be burked, or altered so as to bring me forward as little as possible; the friendly critics have my thanks, for I am not of the irritable tribe, and have none of the pride of authorship. I propose writing Bethune an account of the proceedings during the last month at Sarawak, and to save trouble shall send you a copy, for the weariness of writing the same thing over and over to different correspondents becomes a heavy task now that the communication is so speedy. There only remains, therefore, the trading matters, and on this topic I refer you to my last letter, which in fact meets your proposed plan for refining on the spot.

Three or four capitalists on the plan I propose will gradually and effectually develop the resources of the country without risk of a large capital, and they may purchase as much land as they like after seeing it. You may rest assured I am most anxious to second your efforts, and you may be certain I shall make no bargain or arrangements with any parties here; but at the same time you must bear in mind, that if you endeavour to keep me mixed up in trading matters, you cannot expect success, for you must work with the grain and not against it, and you well know that from my temper, habits, and education, I am averse to and incapable in all matters relating to commerce. I assure you I would rather return to England, and live in poverty and retirement, than continue subject to the fluctations and anxieties of commerce. You may be sorry for this, but you cannot alter my nature or my feelings, and you will therefore, I am sure, seriously put your shoulder to the wheel to clear me from my present position. I repeat I will make no engagement myself, nor will I push you on the score of time, but I shall be too happy when I have a fixed and certain income.

On the plan proposed I can see an excellent future prospect, and if the holders make a lucrative bargain in a really good concern, which I believe it to be, you may be a prominent person amongst them, and do much better than dragging me after you. I see no objection to a small and limited company arising out of the extension of the original plan; but wholesale companies formed in England, with corporate rights, are not fitted for a rude state of society, and they too often look to effect rather than to reality, merely for the sake of the scrip.

You say you have sold 1000 tons of ore—I hope not with any forfeit attached to non-delivery; for you must be very careful not to apply English rules to Sarawak, whether in trade or politics. Pray make the exchange of agents directly, if not already made, for Mr. Sykes is a regular hindrance, and has in spite of your directions and mine (on the occasion of his allowing the "Java" to sail without ore) allowed six ships to sail without a pecul of ore. He says that dead weight is 4*l.* a-ton!!! It is quoted at 2*l.*, and we know that in regular course it is much required, and there is no fresh article of that description in the market. If this be fact, therefore, the stoppage is only temporary, but if it be possible, pray do something to obviate the want of tonnage; it is better to ship at 4*l.* per ton than to let the ore lay at Singapore. Till another agent be appointed, I shall not draw for the 7000 dollars for the conversion of our yearly revenue paid to the Bruné Rajahs into a life rental.

You tell me you have had much to vex and anger you since your return, for which I am sorry, but I trust the cause of vexation is now removed, and that

your separation from the firm will not lead to any unpleasant result. The quarterly payment to Channon's father to commence with the 1st of September, 1845.

Sir James Brooke to Mr. Wise.

Dear Wise, *Sarawak, February* 10, 1846.

I have to acknowledge your letters of October and November, with numerous documents on various subjects which accompanied them. Messrs. Gliddon and Roddick arrived at the same time, with their instructions to commence the smelting of antimony ore. In your letter of November you express yourself pleased at receiving my assurance of the high confidence I repose in you, and I could repeat the same sentiments on the present occasion did it not appear to me that you have overlooked that confidence in any person is quite compatible with a difference of opinions and views. I have great confidence in you to carry out my views, or views which have been fully discussed, and to which I have acceded; but I have no confidence in any living being who originates measures for which I am alone responsible, and who carries them into execution without reference to me. I write thus plainly that on no future occasion I may be taken by surprise in any project to which I have not given my formal sanction, and which in the present instance I could not have sanctioned had I been referred to.

I cannot judge of Mr. Gliddon's competency, but I am quite ready to take it for granted, and the purpose for which he is come being in my opinion not only possible but highly profitable, I will throw no serious obstructions in his way, but give the smelting and his ability a fair but limited trial. What I complain of is, that this gentleman is sent out when you had already, through Mr. Ruppell, become acquainted with my firm determination to retire from business, and that I am plunged into fresh expenses and fresh liabilities without any reference being made to me.

My vexation is greater than I can express, and the more so that a project in itself so sound and profitable should be exposed to failure by being put into such hands as mine. Any other party, who would lay out a moderate capital to insure success, would really find no impediment; but you being well aware how averse I am to incurring any fresh liabilities, and how anxious to divest myself of what now exist, risk this project by throwing it upon me. If you will act against a man's nature instead of with it, you must expect to fail in your projects!

I repeat again, that I will give the smelting a limited trial until I hear from you again; and provided the arrangements I have proposed be carried into effect, or are about to be so, the work can continue; but if these arrangements cannot be made, I shall consider myself free to act as I see fit. In regard to these arrangements I need not say much, for I have already written fully on the subject, and hope my former letters may have induced you to carry out my views.

I now inclose a brief average of prices and minute instructions as to the mode in which it could be done; and I would sincerely advise any parties who take the antimony ore out of my hands to secure efficient agents at any price, more especially Mr. Ruppell and Joseph Middleton, who are well acquainted with the mode of conducting the business. The smaller number of persons concerned the better, so they have the capital to extend their views whenever they shall have become acquainted with the field.

A Borneo Company to include Sarawak is not feasible. The plan I have proposed is the only plan which is grounded on a safe basis, and which prevents all risk of collision with the natives. I know not how far such a Company can be carried into effect as regards the coal of Borneo, but I do know that at present for three reasons it is certain of failure:

1st. In the opinion of Mr. Williams, the Geological Surveyor, it would be rash to undertake any project of the kind until a further and fuller investigation on the spot had taken place.

2ndly. There is coal on the southern parts of Borneo, on the Dutch territory, which may supersede all necessity for Brunè coal, and the Dutch authorities are inquiring into its capabilities.

3rdly. That in my opinion—an opinion founded on an intimate knowledge of the people and their rulers—any project for working the coal would bring the Europeans and natives into collision, and end in ruin to the speculation. Worse than this, it would risk the new-founded authority of Muda Hassim, and the friendly relations which at present exist between the two Governments. When the English Government shall have established a Settlement at Labuan; when the Government of Bruné shall have become fully aware of the advantages of British alliance on the one hand and on the other fears to commit an act of aggression; when a farther and fuller investigation shall have been made of the fitness of the coal itself; then, and then only, should any project of the kind *be thought of*. Probable in three years hence this project may be entertained, and even then I am not prepared to say how far it would be advantageous, either for the parties concerned or the rulers of Bruné.

I would not have written so fully on the subject did I not perceive, by your letter to Mr. Williams, that you only waited his report to commence making the necessary outlay for the undertaking.

With the warning beacon of New Zealand, will Ministers sanction a Borneo Company?

Will the British public support it?

I answer both questions in the negative; and I am assured that a Company such as you propose is totally unsuited to the state of society, and to the present progress of development of the various rivers. I except the coal from this remark, when the time shall come to enable persons to work it with security to themselves and to the natives.

For these, and many other reasons, I prefer the plan I have decided on regarding Sarawak as more safe and more certain; as capable of indefinite extension by gradual and natural advances; as consonant with the state of society; with native temper and habits; and as based on that principle that no risk should be incurred which might disturb the happiness which many thousands now enjoy here.

If you will take the opinion of those who are in any way acquainted with the native character and the state of society, I believe you will find every one opposed to your views on the subject, and fully aware of the danger of collision with natives, arising from the sudden influx of vast capital, under the superintendence of a number of Europeans. The natives, it is true, could easily be destroyed or subdued; but what is the value of a project based on such a probability!

One other subject only remains to be mentioned, which is, your wish that I should secure for you the coal throughout the Bruné territory; besides the cession of Pulo Chermin and other lands, and sundry rights of egress and ingress. I wish to oblige you without any reference to personal advantage, to which you allude. I wish to oblige you, but I am certain, that even did I think it right and urged it, the Rajah and Budrudeen would not accede for twenty times the sum you mention. Chermin commands the exports and imports, and in the hands of a Company would affect their national independence.

You are mistaken, likewise, about the amount which in conversation I mentioned as the probable one they would accept for the coal mines of Bruné. The amount was 2,000 dollars a-year for a limited number of years.

Without saying more, therefore, I may add in conclusion that I will endeavour to make as good a bargain for you as I can, but I cannot make a conclusive one; and that from the exertions you have made in the cause of Borneo, I will impress it upon the Rajahs that you have claims upon their consideration before any other party, the Government alone excepted. I must, however, behave with candour towards my Bruné friends; and I must not forget, in urging your claims, that they likewise trust to my assisting them with my advice.

I think your plan is so far weak, that should the projected Coal Company ever realize half what you anticipate, you ought by *solid reasons in money* to gain the real support of the Bruné authorities.

I at once relinquish the sum you say will accrue to me from this "golden prize," simply because, situated as I am, I could not consistently with my feelings of honour accept or appropriate any portion of it. When I say that I relinquish it, you will see that the Rajah, the Sultan, and Budrudeen may be remunerated handsomely for their rights, and the Company (in due time) placed on a firmer basis by their goodwill and their cupidity.

I do not see how my avoiding all participation can at all affect your success, or the success of any Company which, in due time, and after sound deliberation, may arise. I am still here to advance their prospects if I consider it right.

I am not blind to the advantages that might accrue to myself, nor do I undervalue riches, but I cannot be swayed by them. Did such considerations sway me, I should be unfit to be where I am; and had they swayed me, it is most probable I should not be here at all. All the advantages which may accrue from the farming of antimony ore, &c., you can share with others who are capitalists. I want nothing beyond what I have stated for the present,—the due reward of my labour; and I look forward to the future to increase the revenue, together with the prosperity of Sarawak.

I urge you, in conclusion, to make the arrangement I have decided on, reserving any advantage you intended for me for yourself. You may trust to my friendly feeling, and my sincere desire to serve you as far as I can; but I urge you again and again not to commit the mistake of shutting your eyes to my habits and temper. Make use of agents here who know the natives; trust to gradual advancement and prosperity; and above all, I pray you not to decide on any serious matter without my concurrence.

No man relinquishes the goldeu dreams you have held up to my eyes without a sigh; no man would relinquish them, excepting from a sense that he was doing right.

Average Statement of Sales of Antimony in Regulus, Crude, and Raw Ore, saying the demand for

Regulus to be 350 tons; crude, 700; and raw ore, 1,000 tons annually.

The working charges and freight to London:

Regulus, 40*l.*; crude, 15*l.*; ore, 6*l.* 10*s.* per ton.

At the fluctuations of the market the profits would be as follows:

First Rate of Sale.

	£
Regulus, 90*l.* per ton	31,500
Working charges	14,000
Profit	17,500
Crude, 40*l.* per ton	28,000
Working charges	10,500
Profit	17,500
Ore, 13*l.* per ton	13,000
Working charges	6,500
Profit	6,500

Second or Medium Sales.

Regulus, 85*l.* per ton	29,750
Working charges	14,000
Profit	15,750
Crude, 35*l.* per ton	24,500
Working charges	10,500
Profit	14,000
Ore, 11*l.* 10*s.* per ton	11,500
Working charges	6,500
Profit	5,000

Third Rate.	£
Regulus, 80*l.* per ton - - -	28,000
Working charges - - -	14,000
Profit - - -	14,000
Crude, 30*l.* per ton - - -	21,000
Working charges - - -	10,500
Profit - - -	10,500
Ore, 10*l.* per ton - - -	10,000
Working charges - - -	6,500
Profit - - -	3,500

The average net profit made upon sales made by Messrs. Bonstead and Co. have been 8*l.* per ton, making an annual revenue of 8,000*l.*

Putting the manufactured article out of the question, there can be no doubt that the arrangement proposed will be profitable to the parties farming the antimony ore.

The minimum terms are:—a bonus of 3,000*l.*, and a payment of 2,500*l.* per annum for the export of 1,000 tons of ore, and 1*l.* per ton for any additional quantity.

On the other hand, the privileges will be:—the right of monopoly of the ore; the monopoly of opium; the sole right of working in the Diamond river of Suntah for five years.

The agreement can be made for five, seven, or ten years, except for the Suntah river, which is limited to a term of five years.

The parties contracting will take the stock of ore at Singapore and here at a valuation, as well as the "Julia" schooner, house property, boats, yard, &c.

The amount for the property will be trifling.

A reserve will be made, or a separate agreement entered into, that all my personal property will pass free of all charges between Singapore and Sarawak, and *vice versâ*.

An arrangement can be made with Mr. Ruppell and Joseph Middleton, for the continuance of their services.

If better terms can be made, of course there will be no objection on my part; but at all events, the terms laid down must be concluded either with a few individuals or a small company, without corporate rights.

A capital of 20,000*l.* would suffice at the first, and might gradually be extended as the country develops.

Sarawak, February 6, 1846.

Sir James Brooke to Mr. Wise.

My dear Wise, *Sarawak, March* 1, 1846.

IN my letter of the 10th February, I stated to you the inevitable diasters which would accrue from a precipitate adoption of your views in Brunè; and in my present communication, which I will endeavour to make as brief as possible, I propose referring to our personal arrangements, so that in future we may fully understand each other's objects, and decide upon the line of conduct which is ultimately to be pursued.

In the first place I have given you extensive powers to act for me; but it must be understood that you have no power to act independently of me, for as I alone bear the responsibility, I alone must decide on the adoption or rejection of all measures. No case in my opinion can arise in England of so urgent a nature that it cannot be postponed pending my sanction.

In the second place, is our agreement, during mutual convenience, to divide any profits which might accrue from my situation at Sarawak. I regret, I confess, ever having entered into this arrangement, because it has, I fear, excited exaggerated expectations on your part, and it might seem to imply that

I was desirous of profit, distinct from the advantages arising from the improvement of Sarawak.

This agreement was entered into on my own part with the desire of benefitting you, and in total ignorance of any extraneous sources of profit accruing to myself, and I now consider it fortunate that the misunderstanding is likely to be cleared up. The terms I have offered in my last letter I consider so liberal that if half the amount which you anticipate can be realized from antimony, you will gain substantial advantages by the acceptance (in conjunction with others) of my offer, whilst I shall be enabled to refund a portion of my outlay, and be placed in an independent position, whence I can look forward to the future advancement of the revenue of Sarawak.

I have during the past month given the most serious attention to my present position, and to the line of conduct which it is incumbent on me to pursue, and I have endeavoured in all sincerity to arrive at such a conclusion as to satisfy my own mind.

The result is, that I consider that I cannot, directly or indirectly, make any profit beyond what I have already stated, more especially from any Company which may hereafter be formed to work the coal of Bruné, and to develop the resources of the various rivers.

You may rightly reap an advantage from this or any other enterprise of a similar nature, but so essentially different is the position in which I am placed that I could not do so without the loss of reputation, not only in the opinion of the world, but likewise in my own estimation. I am pledged to the good government of Sarawak, and I am bound not to risk the welfare of this people from any motives, whether of cupidity or ambition.

Should I therefore consent to include Sarawak in an enterprise embracing many objects, and sell the rights I have acquired to a Company, it would in fact be to hazard the prosperity and quiet which exists here on a project which might fail in its numerous ramifications, both in conception and execution. It would be to exchange certainty for uncertainty—happiness for money.

For nearly the same reasons, the same conduct must be pursued regarding the profits which I might derive from the coal of Bruné; for taking into consideration my friendship for the Rajah and Budrudeen, and the entire confidence they place in my integrity, my duty is plainly to reap for them this "golden harvest" which you offer me.

Whether it be through a Company or through an individual, the only safe basis for working the coal mines of Bruné will be by amply remunerating the Rajahs; and provided at some future time the authorities there should grant you the right of working coal at a stated yearly rent for a limited term of years, and that you should re-sell this right to a Company, any profits which may accrue as my share—profits which you assure me will be vast—I make over to my Bruné friends.

I repeat again, that I can in no wise participate in profits which may arise out of the formation of a Company, or any other project started in England; for it is incumbent on me to continue independent in order to judge correctly the measures calculated to benefit this country; and a correct judgment is only to be formed when all prospects of pecuniary advantage have been discarded, excepting such as flow naturally in the course of time and improvement.

I have thus stated the decision at which I have arrived after the most mature and serious consideration of the subject, and I am convinced it is the only decision which could ultimately ensure my own happiness, and the welfare of those entrusted to my government. By this determination an agreement for a participation of profits—an agreement formed on my part in ignorance of the source whence these profits were to accrue—is virtually at an end. But although I decline participating in these contemplated advantages, there is no reason to deter you from prosecuting your plans, and reaping the harvest when the proper time arrives.

If your calculations be correct, and if you avoid the inevitable disasters which must result from precipitate measures, I still see no ultimate bar to your profiting by this "golden prize," for with your abilities you can in due season influence the monied interests to enter on a project which you deem so highly advantageous.

No one will rejoice more in your good fortune than myself, and you need not doubt my entire willingness to advance your interests as far as I possibly

can, consistently with higher considerations. I will give any project you enter a fair and candid review, and you may rest assured I shall pass a more lenient judgment, from not myself being a participator in the expected profits.

In justice to you and to myself I have stated plainly, and I hope clearly, the reasons which have induced me to adopt this line of conduct, and although you may disagree with the conclusion at which I have arrived, I feel sure you will appreciate the motives which have actuated me.

In conclusion I beg of you to consider with candour what I have urged, and to reflect seriously on the different positions in which we are placed; positions so different that what is right in one case is wrong in the other: above all, believe in my sincere regard and good wishes.

Sir James Brooke to Mr. Wise.

My dear Wise, *Sarawak, March* 16, 1846.

My letter of 1st of this month is almost superfluous, after the receipt of yours of the 24th December, with numerous inclosures and accompaniments, but I forward it, as it will show you my mind and my resolves.

Your letter has gratified me, as it proves that no step has been taken which pledges you to the working of the Bruné coal; and because, together with your communication to Ruppell, I see that my affairs are in a fair way of being settled according to my wishes.

I thank you for your kind expressions, and am well assured you have my interest and advancement sincerely at heart; and I declare to you how entirely I am your friend, and how sincerely desirous I am you should succeed in the objects you have in view. As I before wrote that an entire confidence was compatible with great differences of opinion, so now, reversing the proposition, I may write that great differences in opinion cannot affect a personal esteem and confidence.

Our difference of views will now be reduced to mere matter of time: you urging the great advantage of working the coal of Bruné without delay; I insisting on delay, to afford time for a secure local base for your future operations. I decline all personal advantage arising from the coal of Bruné; but you may be assured, if at Sarawak any source of wealth be developed, I shall not be backward in recurring to our agreement.

The base of all operations must be—

1st. Ascertaining without doubt the value of the coal.

2nd. Completely gaining the native Rajahs; viz., Sultan Muda Hassim, and Budrudeen, by liberal payment or offers, or by giving them a moderate fixed revenue, and a share in the profits, and by clearly understanding how protection is to be given to the workers, European and Chinese, belonging to the colliery; and how, in case of aggression or crime on their parts, they are to be punished, and the natives protected.

When you have this secure base you may advance as rapidly as you please, by thousands or by millions of men and money, and no one will launch you forth with greater readiness than myself. Mature conception and a rapid execution, must be your motto.

I will not go over the ground again, and I beg you to rest assured that I will throw no needless objections in your way, or that I will raise a lion in your path. I do not dislike difficulties, for the pleasure of overcoming them. I believe we shall overcome every difficulty, but we must not, with our eyes open, *fall into a coal-pit.*

Let me say once more how greatly my mind is relieved by the receipt of your letter, and how perfectly satisfactory it is coupled with the one you addressed to Ruppell.

Now let me answer it in due order.

Every step you have taken meets with my approbation, and as the projected Company is registered, *pro forma,* it may for the present remain on the register. You will allow, however, that my alarm was not premature, and caused by the tenour of your letters to Mr. Williams, when you wrote as follows:—"On the completion by Mr. Brooke of the requisite arrangements with the Borneo authorities, and the receipt from yourself of the particulars I

have requested you to forward, I will furnish you with ample means to commence operations, and will ship from here the machinery, stores, &c. that you may indent for." And previously,—"I am very anxiously waiting for your estimates in detail, and also an intimation of your own terms for performing the duties of Superintendent of the Borneo Colliery." I could not but apprehend the adoption of immediate measures to establish the colliery in Bruné.

This, however, is a past question; but I may say that the sooner you get Williams re-appointed by Government to continue his researches the better; and when I return to Bruné I will set every engine to work to find more coal.

Regarding the arrangement for antimony ore, &c., I still continue of opinion that it is the best possible arrangement for the steady and progressive advancement of this country. I consider myself representing the Government of Sarawak, and a Government with a moderate sufficient revenue is more stable than with a larger one subject to fluctuation. I will make the offer you suggest to Mr. Melville, when he and yourself, with or without other parties, can make the arrangement as speedily as possible. If you consider the terms I offer as *ultra liberal*, you can give me more, or you can put into the arrangement that, should the clear profit of the farmers rise above six, eight, or ten thousand pounds a-year, that a stated advance is to be made in the revenue.

Bear in mind always that the object on my part is the development of the resources of this country; and the party farming the ore will lay out capital in opening new channels for industry and wealth, in land, in trade, in manufacture, and in any project which holds out reasonable prospects of advantage. I could not do this—capitalists can, and no doubt will; and if other minerals be discovered, it will be to their advantage as well as mine.

Sir James Brooke to Mr. Wise.

My dear Wise, *Sarawak, September* 10, 1846.

I have received your letters of May and June, which, on the whole, contain satisfactory news.

The concern has been made over to Messrs. Melville and Street, from the 1st of this month; and it now only remains to settle the transfer of the property. For this purpose I have appointed Mr. Ruppell and Mr. Gliddon to value the property here. The greater part is *bonâ fide* property in new boats, opium, instruments, furniture, &c., and they will furnish you with their valuation. My old house has not been included, as they considered it ruinous, and out of the way of the works.

This property is exclusive of Mr. Gliddon's works and expenses, the accounts of which have from the first been kept separate, in order that the transfer might be readily made to any parties who would carry it on for their own advantage.

I have encountered all the difficulty; and now it has been overcome I cannot consent to bear any portion of the expense, and therefore make the transfer for the exact sum which it has cost me, the greater portion of the property being in store for future use.

The sum of 500*l.* is altogether inadequate for these works alone. On the other hand, Mr. Gliddon and Mr. Ruppell consider 1,000*l.* a sufficient price for the "Julia" schooner; and the rest of the things have been valued at about 300*l.* instead of 500*l.*, so the difference will not be large.

The next point is the value of the ore, which is rated at 4*l.* per ton in Singapore, and 3*l.* per ton at this place. The latter I accede to; but I consider 5*l.* per ton at Singapore as a moderate price, because it will fetch that sum on the spot, and I consider it so much *bonâ fide* property, which may be taken at a valuation, or in any other way; but I reckon 5*l.* per ton, with 3*l.* freight, and 1*l.* for extra charges, will give it in London for 9*l.* per ton, and that it can be resold at 12*l.* in that place.

These are the natural discussions arising out of an agreement such as ours; but I see no cause to apprehend any impediment to the final settlement, and have therefore, as I said before, transferred the concern from the 1st of this month.

The transfer of course will bring current expenses on the parties, for which,

as yet, no funds have been provided; and I therefore propose drawing on the firm of Cruikshank, Melville, and Co., on account of Messrs. Melville and Street.

Ruppell will send you the details, and I look forward to an early settlement with great satisfaction.

There is one expression in your letter to Ruppell I do not understand, viz., that the 3,000*l.* paid over by Messrs. Melville and Street you have kept in hand to meet my liabilities. What pecuniary liabilities have been incurred? You are aware, beyond my current account with the firm, I should be sorry to incur any liability; and the account, as far as I gather from the ore shipped on my account, will at least be balanced.

I wish to have no floating capital, and not to incur any pecuniary responsibility; and all money which may accrue from the recent arrangement I wish to be invested in the public funds, as, thank God, I have nothing to do with liabilities or speculations for the future.

I consider it almost a pity that this 3,000*l.* should have been paid previous to the final arrangement being concluded.

The next topic to be alluded to is the agreement with the Sultan for working the Bruné coal. I hope you will get the permission of Government to my transferring it to you, and I have little doubt but that they will consent; if they do not, it is so much waste paper, unless they choose to take it themselves. The grounds on which I have acted are as follows:

I had no right to propose the subject to the Sultan in my official character; but considering that the permission was important, or might in future become so, I resolved to obtain it as a private grant to be transferred to Government, and entirely at their disposal, and to be transferred to you with their knowledge, should they please, according to their former given permission to you to take steps to open the mines. This is the first step. This paper is to the effect "that the Sultan grants permission to work the coal from the River Mengkabong to Tanjong Barram to me, or to any person to whom I may transfer it, and that the Sultan will not interfere in any way."

The present time is excellent for the occupation of Labuan, as we shall speedily have a large population of the poorer and better classes from Bruné; and the dislocation of the city will throw the trade into our new Settlement.

M. Dedel might have saved himself the trouble of writing the long note about me. There is a little innocent truth mixed up with a great deal of exaggeration in his statements. I have endeavoured to reply with temper, and, I think, in a conclusive manner. Why should I commit all the mischief and all the folly he states I did? Surely it is enough to charge a man with being a rascal, without supposing him to be an idiot!

I can afford, however, to smile at these accusations, and am fully sensible of the noble manner they have been met, and that I have been defended.

Everything else progresses favourably. Our Chiefs, our people, and our Dyaks were joyed at my return, and the latter are still coming down to offer me their congratulations.

The operations in Bruné will have an immense effect on the public mind, within and without.

We shall very shortly be enabled to compress our mess into a family party. Ruppell has his separate establishment, and Gliddon will shortly follow the example.

The "Iris" and the "Hazard" are still in Bruné, but I trust will arrive in time to save the mail. I leave a short space for the latest intelligence, and remain, &c.

Sir James Brooke to Mr. Wise.

My dear Wise, *Government House, Singapore, June* 2, 1848.

Since writing I have for the first time read the prospectus of the Eastern Archipelago Company. As I told you in my letter of the 30th, there is no country, except Sarawak, where you can work at present with any prospect of success, because there is no security for life or property, and you must be prepared, if you "acquired lands," to form a government suitable to the natives, and to defend the Company's servants from hostile attacks. Labuan coal is

available; the land at Labuan will, if the Company enter the market, fetch large prices. Perhaps the coal which Sir Thomas Cochrane discovered, may be worked, because there are few inhabitants in the vicinity, because it is close to the sea, and because it is near Labuan. One or two rivers near Sarawak may form an exception to the general rule. All I urge upon you is, not to hurry forward, and fancy that great results must follow the outlay of large capital. It requires a patient consideration, and attention to details.

I am not at all acquainted with the machinery of a large Company, or the promises it is necessary to hold out to the public; but I should say, according to my version, no one could understand the third paragraph of the prospectus in any other light than that you held an exclusive grant of all the coals for 150 miles. Is this however the case? The agreement of the Sultan is a simple permission to work, but not a permission exclusively to do so, and of course it in no way infringes upon the rights of property which the Sultan's subjects may possess in the soil; for this is a right no Sovereign can infringe with justice, and no party would carry out such a grant, if made, with safety. In some places no difficulty will be experienced; the ground under which the coal lies may be waste, and the natives happy to part with their ground for a trifle. In some places, however, it would be next to impossible to make such an arrangement, and nothing but force could carry out a grant unjust in itself. The Sultan has no power, and the Company I suppose could not resort to arms to maintain its claims.

I write this in haste, but if possible to prevent a wrong impression remaining on your mind, for I, as the framer of the document, must avow that my object merely was to obtain the Sultan's permission for the working of the coal, and I looked upon that as a great point gained, for otherwise it might have been closed, and exclusively granted to others.

Pray be cautious, or your Company will be a failure, and your prospectus has already roused great jealousy and distrust. I trust that you may find that your extended scheme is better in the end than my limited and more modest one. Such schemes seldom, if ever, have succeeded, and this can only succeed by caution and moderation. Feel sure of each step before you make it; try the ground, and rise from small beginnings. I write in haste, for the steamer is in sight.

Bethune will agree with me in this; he is a safe guide and a cautious.

I am, &c.

(Signed) J. BROOKE.

P.S.—The parties who have obtained from the Sultan a grant for the exclusive right of minerals in Bintulu, would have the same right as you have to coal—if your grant was exclusive—but there is the most serious objection to any exclusive grants being permitted.

Sir James Brooke to Mr. Wise.

My dear Wise, *Singapore, July* 2, 1848.

The Archipelago Company excites commotion and opposition here; for my part I cannot see the mischief it can do, if properly and cautiously conducted, or how it can in any way interfere with private enterprise. It would be highly advantageous, however, to commence operations without delay, for it would prevent fermentation of men's minds, and the organization of any opposition. It is clear to me, spite of all croaking on this subject, that a Company is better calculated to develop the mineral resources of a country, but as clear that the objects of a Company must be well defined; that they must not have too many irons in the fire; and that they must not seek for paltry gain by merchandize. Companies fail from mismanagement, from aiming at too much, and from the employment of ignorant and expensive agents. Remember what I have always said about those employed at Sarawak, and how dangerous it would be to change them suddenly. I trust your Archipelago Company may avoid these dangers, and work on steadily. From me you shall meet with every support that I can lawfully and properly give, and I think you will now allow that my moderation in declining all connexion with the Company, or any participation in the profits arising from it, will now be of the greatest advantage, not only to the character

of the Company but to my own good name. I still hold to my plan of having a smaller number of capitalists with smaller capital, and gradually working upwards from Sarawak, would have been a safer and a surer game, though less brilliant, and it may be less attractive and profitable at first; yet this difference of opinion will not prevent me from giving the fairest play to your scheme.

(Signed) J. BROOKE

Sir James Brooke to Mr. Wise.

My dear Wise, *Singapore, August* 25, 1848.

After three years of correspondence, and four months of personal intercourse, I find myself more harassed by commercial affairs than when I first urged you to clear me from them.

During the whole of this time you have received the clearest instructions from me, and the arrangements in England have been entirely in your hands, and yet I find myself no nearer my object than at first. I find myself exposed to responsibility, with my affairs unsettled, and that, purposing to carry out my views and to promote my interests, you have entirely failed in doing so.

I am willing to place the best construction on the causes which have led to this failure, and which have misled you, yet you cannot be surprised at my taking steps to put an end to a state of things so unsatisfactory.

Having premised this much, I may inform you that your instructions to Messrs. Duff and Ruppell for stopping the working of the antimony, for interrupting the communication between Sarawak and Singapore by laying up the "Julia," and for the non-payment of the royalty for the present year, have been received.

As the last of these instructions is of a personal nature, I shall address to you a separate communication on the subject, and content myself here by briefly recurring to the instructions furnished to you at the time the lease was granted of the antimony ore, and pointing out to your most serious consideration the tendency of the measures you are pursuing, the certain injury which must accrue to the lessees, and the undoubted breach of the spirit, if not the letter, of the engagements entered into with me.

The present communication is chiefly to guard the lessees from the fatal and inevitable results which will follow the adoption of the course proposed by you; the second one, to take the best measures for the better understanding and settlement of my affairs.

After recurring often to my desire to be relieved from the intricacies and fluctuations of commerce; after pointing out the means by which, with the outlay of a moderate capital, the price of antimony ore on the spot might be greatly reduced, and the facility and certainty of procuring it greatly increased; I directed you to grant a lease of it to a few capitalists, and I stated that the capital necessary at the outset would be 20,000*l.*, which sum might subsequently be increased as should be found requisite.

For some time, however, I failed in inducing you to fulfil these instructions, and I was forced to address you in peremptory terms on the subject, at the same time informing you that I would not enter into any speculation, or participate in any gains which might accrue. I informed you that I trusted and looked forward to the improvement and prosperity of Sarawak for the increase of my pecuniary resources, and not to other sources which might risk the happiness of my people for money. On the receipt of these stronger instructions you accordingly granted a lease to Mr. Melville and Mr. Street, and I made over *bonâ fide* property to a large amount into the hands of the agent appointed by these lessees. At the same time I expressed my satisfaction at the conclusion of the agreement under the firm belief that you had carried out my instructions and complied with my wishes and directions. My views you will find fully laid down for your guidance, and the very spirit and intention of this arrangement you will find expressed in the following extract of a letter addressed to yourself:—

"Bear in mind always (I wrote) that the object on my part is the development of the resources of this country, and the party farming the ore will lay out capital in opening new channels for industry and wealth—in land, in trade, in manufacture, and in any project which holds out reasonable prospects of advantage. I could not do this; capitalists can, and no doubt will."

I make no remark on this beyond remarking, were the lessees capitalists? Have they acted according to the spirit of the agreement so clearly laid down? Have they laid out money to develop the resources of Sarawak? Have they paid for the property I made over to their agent? Have not my interests been implicitly entrusted to your care in England? And what has been the result? I must add, that pending these arrangements, and whilst my interests were in your hands, I was addressed by another gentleman on the subject, and assured that, if the same terms offered to you were offered to him, he would guarantee to lay down the 20,000*l.* for the commencement of the undertaking, and conclude the lease with parties whom any persons I liked to appoint might decide to be capitalists or otherwise, that the fact should be placed beyond a doubt that the lessees were men of capital. I refused to listen to any proposal of the sort, as being unjust to you, and to you I confided the arrangement.

Without referring to what might have been, I will say that the lessees, being unable from want of capital to carry out the spirit of their engagement, or to support the slightest reverse or fluctuation in trade, would have done well to have apprised me of their wish to nullify their agreement, and in case they were not in a situation to repay in money the price of property received from me, might have returned the property itself, consisting of houses, vessel, boats, and antimony ore, which are now at Sarawak. Their misfortunes would then be entitled to respect and forbearance; but, instead of this clear and candid course, the hand-to-mouth system is to be pursued: expenses are to be reduced with a ruthless want of consideration, natives ruined without compunction, and the lessees themselves placed in such a position in future that they will never be able to retrieve their affairs during the short period of the lease; they will have lost confidence and character, and every penny saved now will cost a pound in future; and why is all this mass of ruin and confusion? I answer, because the requisite capital for such an undertaking is wanting.

I will now proceed, but it must be briefly, to point out the consequences of your recent instructions.

First, you have instructed Mr. Ruppell to stop the working of antimony ore. On a former occasion the same instructions were sent, and partially carried into effect, and the consequence was that when, a few months afterwards, it was necessary to increase the amount to the standard consumption, the natives refused to work; they said that they had been stopped in their usual avocation, and greatly distressed by their sudden want of work; that their distress was now passed; that they had other employment, as certain and as good. They did not wish to work antimony ore again.

Mr. Ruppell could not obtain the ore, and it was at his request, when my influence was exerted, that the affairs of the lessees were saved from confusion, and that they were enabled to supply the usual quantity of ore for the market.

Now that the same instructions are sent out, what are the consequences likely to follow? Is it not certain that they will be same as before? Will the workmen be less distressed? Will their distress be alleviated by the consideration that it was my influence which induced them to renew an employment subject to sudden and capricious changes? They will consider it as amounting to a breach of faith, and I must explain to them, that if I have been the innocent cause of their misfortune once I will never be so again. When the ore is wanted, and wanted it shortly must be, how will the lessees obtain it? My influence they cannot expect again; do they propose to force the labourers to work? Probably they look forward to the introduction of labourers; the labourers will be unaccustomed to their work, and surely a calculation might be made of the loss of this plan; and this plan will in every probability cause jealousy and distrust among the Malays, against the imported labourers. The distress will be great, though temporary, amongst the poor men employed now, the derangement of the work complete, and if the lessees can manage to establish a regular supply again, it will be after they have suffered considerable pecuniary loss, and that the termination of the lease is near at hand! All this is to result, because it is inconvenient to lose the interest (for a few months or a year) of a few thousand pounds! and this is the effect of carrying on trade without capital!

These consequences of your instruction to stop working the antimony ore are bad enough, and certain enough to produce distress to the natives and loss to the lessees, but the interruption of the communication between Sarawak and

Singapore will cause ruin to a greater number, insure loss to the lessees, and injure their reputation with the population at large.

I consider that the lessees are by the spirit of their engagement bound to keep open a communication between Sarawak and Singapore; they are certainly bound to carry over my property, and I have property every month to carry over, but for the saving of 200*l.* at most, they have without the slightest consideration or reference to me, sent peremptory instructions to lay up the schooner "Julia," and to break off the regular intercourse between the two places.

The consequence of the interruption of this regular communication will be the certain ruin of an excellent population, and the loss to the lessees.

The Kling Bazaar of shopkeepers and traders, several hundred in number, as well as a number of Chinese traders and retail dealers, are totally dependent on the regular passage of the schooner, and it is beyond doubt that the withdrawal will cause their ruin, and oblige them to leave the country; a few months will effect their ruin as well as a longer time, and this is the only development of Sarawak, which is or ought to have been the very base of my engagement with the lessees.

The regular communication between Sarawak and Singapore has been an increasing source of profit, and the transit of antimony ore is now 6*s.* a ton, instead of 1*l.* as it formerly was, the reduction of expense having been effected by the confidence the natives have gained, and their carrying their goods and persons in the schooner. When the schooner runs again this source of profit will be closed up or superseded, and the ruin or removal of numerous consumers will cause a greater loss in the opium farm than any possible gain which could be effected.

Again, I ask for what object is all this amount of misery and pecuniary loss? At the worst calculation, for the immediate saving of a few hundred pounds, though in all probability, the schooner would in a few months fully pay herself without the freight of antimony. Mr. Duff will acquaint you of the steps I have taken to save the lessees from the fatal consequences of your instructions, and the guarantee I have given to save that gentleman from pecuniary loss should it occur, and the "Julia" will continue to run until the answer be received to this letter. Should the lessees charge me with the expenses of the "Julia," other arrangements must be made, and they will experience the evil consequences. The loss will fall on them, my part being only to save the native population from the distress and ruin which these hasty and peremptory instructions would occasion.

I have now performed an unpleasant and tedious task, and I conclude as I commenced, by saying that I am more harassed by commercial business than I was four years ago. Petty savings are inconsistent with great designs and enlarged views; savings they are not in the end, but heavy losses. I trust you will reflect seriously on what I have written, and believe me, sincerely yours,

(Signed) J. BROOKE.

Sir James Brooke to Mr. Wise.

My dear Wise, *Singapore, August* 26, 1848.

You acquaint me, for the second time, in your letter of June, that my royalty for 1848 has been anticipated. I was not aware that you considered it was so, nor can I yet guess how it can or ought to be so; and as you enter into no particulars, and furnish no accounts, I am as much in the dark as ever. I have already written you my views of the subject, and I trust that they will convince you that the lessees must discharge from part of the balance due to me, the sum which I borrowed from Messrs. Gladstones and Co.

The question being a serious one, and as I now propose to arrive at a clear and final understanding of my position, I must go over the matter again, and allow Mr. Cameron to judge for me what is best to be done, for I have no leisure to attend to the details, and my ignorance of technicalities and forms, precludes my arriving at a proper judgment on the subject.

You will oblige me, therefore, by furnishing Mr. Cameron with every particular regarding my affairs, and showing the agreement or lease granted by me to

Mr. Melville and Mr. Street. I have already told Mr. Cameron all that I know of the matter, and have made him acquainted with my views and wishes.

I wish a final settlement of my accounts. I wish to know who are responsible for the balance you allow to be due. I wish to know who are the lessees, and what is the proper and legal interpretation of the lease they hold under me for the next three years.

You will be pleased to have personally to explain these matters to Mr. Cameron, as besides saving you a great deal of trouble, you will then have a gentleman to deal with well acquainted with business, and in whom I have the greatest confidence. I trust everything may be explained, and my mind relieved from the doubts which have lately oppressed it, in consequence of the (to me) apparently intricate nature of the accounts. Ever since this lease was granted, I have been seeking to be absolved from all responsibility and trouble of commercial affairs, and yet it seems that the temporary fluctuation at home is to cause ruin at Sarawak; that the lessees are not in a position to meet any or the slightest pressure; that the balance due to me is not readily to be realized, and that *I am to pay* Messrs. Gladstones instead of the lessees, whom I have all along concluded were responsible to me, and would have discharged my debt. I trust, therefore, that you will enter *fully and unreservedly* on the subject with Mr. Cameron, and let it be settled, if possible, for ever. There are three ways, in one of which this question must be decided; the first is, that the lease must be considered as a portion of the assets of the firm of Melville and Co., and that I became a creditor of the firm that held the lease.

This, however, is not the case, as you have yourself assured me, and as I am convinced; for had it been, it could not have been proposed to grant a renewed lease to other parties.

The firm then of Melville and Co. were not the leaseholders, though Mr. Melville and Mr. Street were so in an individual capacity. Supposing the firm to be the holders of the lease, I should of course desire (at any sacrifice) to do what was just and proper, and to share with others the loss which must accrue.

In this case, however, the property now in Sarawak and Singapore belongs to the creditors, as well as the lease, and with the lease the responsibilities imposed by it. This is but a supposition.

My dealings with Melville and Co., and with Cruikshank, Melville, and Co., appear to me to have been of a very simple character. They were agents, and agents only; they furnished me with credit, and I covered the credit by shipments of antimony ore consigned to them. The balance now due to me is not in their character as agents (supposing the firm to be my debtors), but as lessees, and for *bonâ fide* property, made over to the lessees on the 1st of September, 1846.

The next case which presents itself is, that the lessees, whoever they may be, are my debtors; that they hold the lease and the responsibilities attached to it. This appears to me the just and proper view. The lease, I contend, was granted to Mr. Street and Mr. Melville, and not to the firm of Melville and Co. The property—*bonâ fide property*—was made over to the lessees, and the lessees must therefore be responsible for the price of this property, for that and no other is the nature of the balance due to me. As I before wrote, Messrs. Melville and Co. were my agents; Mr. Melville and Mr. Street, the lessees who received the *bonâ fide* property. If the lease and property in Singapore and Sarawak belong to those gentlemen, they are responsible, or the parties who may have purchased the lease are responsible for the balance due to me. Any confusion of accounts cannot effect the equity of the case; but I am aware that the law requires forms, and that an error in form may render an equitable claim of no avail. It is on this point that Mr. Cameron can help us, and I shall be well pleased to find the view in equity is, as I believe, correct and likewise legal.

There is the third view of the case, which I should never have entertained did it not appear to me to be implied in your last letter. It is this: that the lease and the property at present in Sarawak and Singapore is not belonging to the creditors of the firm of Melville and Co., but that my balance (the price of that or similar property) is to be included in the accounts of the insolvent firm. Who used the ground, the boats, the tools, the vessel? Who profited by the antimony ore? Who? The lessees!

I cannot, and indeed will not, believe this case possible, and should it prove correct, then Mr. Cameron's services are more needful than ever.

I hope that is merely an ill-considered expression in your letter, and if it be so you have yourself only to blame, for causing distrust in a mind not naturally open to it.

One other subject alone remains, and that is the sum which I borrowed from Messrs. Gladstone and Co. What has this debt to do with the royalty due by the lessees for the year 1848? What has a private transaction to do with a public revenue? Why this confusion and admixture of accounts? It is quite irregular; it is sudden, ill considered, and inconvenient.

I have acquainted Mr. Cameron with my wishes, and I at no time wish an involved account. My accounts are simple. Messrs. Gladstone and Co. should send me their account current, for discharge; at the same time the lessees (who are unconnected, as far as I know, with the firm of Gladstone and Co.) should regularly or quarterly pay the royalty, or if they cannot pay, desire me to pay myself from their property in Sarawak, and so end a lease which, from want of funds, can be of no advantage to them, and which is of great detriment to myself and to many poor people. I have little more to say. I trust that you will fully explain to Mr. Cameron the entire subject I have written on, and that the explanation may be satisfactory and conclusive. Nothing will give me greater pleasure. Your expressions have roused some distrust, easily to be removed; and I shall wait with patience and a mind ready to judge with candour.

I am aware of the value of your services. I sincerely wish to retain the same high opinion of you I have ever held, and to be convinced that my pecuniary interests have not suffered in your keeping. I have been long aware of your inimical feeling towards myself, and of your suspicion that I was seeking an occasion to discard you; but it is not so. Your opinion cannot influence my conduct; it cannot make me forgetful of what is due to you for your services; and after a satisfactory explanation, I shall be happy to see you attain the object of your ambition. I repeat again, I wish to act with justice and with candour.

Believe me, &c.
(Signed) J. BROOKE.

Sir James Brooke to Mr. Wise.

My dear Wise, *Sarawak, September* 8, 1848.

I still trust that the explanation between yourself and Mr. Cameron will be satisfactory, and that my affairs will be equitably and finally settled.

I desire to act justly by the lessees, and certainly shall be the more disposed to act generously, if our accounts are amicably settled. However it may be, the pressure on me and on my people will be only temporary; but the injury to the lessees caused by their line of conduct will endure as long as the lease they hold; for the capricious changes in the conduct of their business have lowered their character in the eyes of the natives.

When you, from a paltry idea of saving, stopped the royalty due to me, without sending an account from Messrs. Gladstone and Co., and without giving me time to supply funds to meet the deficit, had it been decided that I was liable for this debt, you exposed the whole of the property of the lessees to be plundered; for had I imitated your system of economy, and for a dirty saving discharged the police force which now nightly guards the premises of the lessees, what protection had you, what force to guard against the depredations of every thief who might think it worth his while to take the goods left at their disposal? Mr. Ruppell and Joseph Middleton are alone left to protect three houses, an extensive factory containing much property, and a detached antimony yard!

I show you the consequences to which your instructions and economy have exposed the lessees, and I strongly advise you to be prepared to support the expense of a guard, for I may be forced to discharge the police, and I shall give Mr. Ruppell notice. In the meantime I shall continue the force, and send the usual guard to protect their money chest.

I have only in conclusion to tell you, that I have addressed Mr. Ruppell, and intimated that until a settlement be made, that I retain a lien on all the property of the lessees.

I trust you will acquaint Mr. Melville and Mr. Street, who are the only lessees I know, of my opinion, and the consequences which must ensue from a perseverance in a line of conduct certainly opposed to the spirit of their engagement with me.

To govern a country without a police, and to trade without a capital, are two measures which are feasible on paper, and on paper only.

The just line of conduct for the lessees is clear. Their lease is short, profit doubtful, and future arrangement impossible.

I trust the explanation will be satisfactory, that a settlement will be made, the balance arranged, and immediate orders and funds sent out to pay the royalty from the commencement of next year. I hope this may be so, and in this hope remain, &c.

Sincerely yours,
(Signed) J. BROOKE.

[A No. 7. Handed in by Sir James Brooke, November 14, 1854.]

Protest.

I enter my protest against the Secret Instructions under which this Commission has acted.

I protest against secret instructions to regulate a judicial inquiry; that they are contrary to the principles of the British Constitution, dangerous to the iberty of the subject, and calculated to pervert justice.

(Signed) J. BROOKE.

Singapore, November 14, 1854.

[A No. 8. Handed in by Sir James Brooke, November 11, 1854.]

(Translation.)

From the Sultan Abdul Mumein, holding the Government of Borneo, to Sir James Brooke, Rajah of Sarawak.

(After compliments.)

Now we, the Tuan Sultan and Pangeran Muda Mahomed, make known to our friend, that we have heard the news, that in the English country it is said that our friend the Tuan Besar has ordered much that was not just to the former Sultan, or to Pangeran Muda Hassim; now that news is not proper, as we know that our friend the Tuan Besar was very friendly with the former Sultan, as well as with Pangeran Muda Hassim, together with all the Rajahs; because Pangeran Muda Hassim greatly trusted in our friend the Tuan Besar, as if they were brothers. Moreover, we, the next Tuan Sultan holding the Government in the country of Bruné, together with all the Rajahs, are also friends with our friend, as also we greatly trust in our friend. Now we think that the saying of these men is by no means proper (or right).

We have no token of remembrance, but we send many compliments.

Written in the country of Bruné, on the 3rd day of the month Sapar, on Friday at 4 o'clock, the year 1270.

[A No. 9. Handed in by Sir James Brooke, October 25, 1854.]

March 7, 1854.

AN ACCOUNT of Monies paid from the private fortune of Sir James Brooke, between the years 1839 and 1850, with the dates and amounts of such payments, and the names of the parties to whom they were made.

Date.	Names of Parties.	Amount. £	s.	d.
1839. Aug. 8	Messrs. Gardner, Urquhart, and Co. ..	292	0	6
Sept. 12	Same parties	1,200	0	0
1840. Jan. 21	Same parties	85	13	8
Feb. 12	Same parties	533	6	3
April 7	Same parties	948	19	2
July 28	Same parties	101	0	3
1841. Jan. 22	Same parties	101	0	3
May 25	Same parties	2,072	0	0
July 22	Same parties	39	15	3
Dec. 1	Same parties	1,123	6	10
1842. Jan. 20	Same parties	72	5	3
July 25	Same parties	42	9	10
„ 27	Same parties	1,273	2	6
Dec. 27	Same parties	1,269	13	10
1843. Jan. 23	Same parties	42	9	10
July 26	Messrs. Melville, Wise, and Co.	51	16	0
1844. Jan. 28	Same parties	95	10	7
April 10	Same parties	402	0	0
July 24	Same parties	143	3	9
Oct. 2	Same parties	1,889	6	4
1845. Jan. 13	Messrs. Cruikshank, Melville, and Wise ..	4,976	2	6
„ 25	Same parties	211	5	8
July 21	Same parties	178	5	6
1846. Jan. 22	Same parties	167	10	1
July 28	Same parties	180	13	2
1849. May 1	Messrs. Gledstanes and Co.	1,570	19	8
1850. June 25	Sir James Brooke's draft for	500	0	0
	The like	500	0	0
		20,063	16	8

I hereby certify that the foregoing is a true statement, as appears by my books of account, having been extracted therefrom this 7th day of March, 1854.

(Signed) J. C. CAMERON.
One of the Trustees and Executors of the late Thomas Brooke, Esq., the father of Sir James Brooke, K.C.B.

Gray's Inn, London.

From this account of sums expended on the enterprise which led to the establishment of Sarawak, and advanced to support the government of that country, the item of 1st May, 1849, of 1,570*l.* 19*s.* 8*d.*, should be deducted; but an item of 2,000*l.* should be inserted, that sum having been advanced from my official salary during the years 1849 and 1850. The total would thus stand at 20,492*l.* Other sums might be added; but if the annual income not included in the above account, and the interest of money were reckoned, the amount would not be much under 30,000*l.*, independently of expenses previously to 1839.

J. B.

[A No. 9 (*sic*). Handed in by Sir James Brooke, September 22, 1854.]

The Queen, on the Prosecution of Sir James Brooke, K.C.B., against *the Eastern Archipelago Company; containing the Judgments of the Queen's Bench and the Exchequer Chamber, together with two Articles from the "Times" Newspaper on the Merits of the Case.*

This cause was tried before Lord Campbell and a special jury, on the 19th day of June, A.D. 1852, and a verdict was found in favour of the Crown. The legal question whether Sir James Brooke was bound to take the course of proceeding to revoke under the Great Seal, or Sign Manual, before he tried the facts by *scire facias*, was left to be decided by the full Court in Michaelmas Term. This was simply a question of law dependent on the construction of the charter: about the facts there was no dispute; and the following article, which appeared in the "Times" of June 28, 1852, will place those facts in the light in which they appeared to the public.

"If we live in an age of political apathy and religious discord, it must be admitted that at no time since the commencement of the world has private enterprise derived so much assistance from the principles of union and association. In proportion as it becomes more and more impossible to hold mankind together in the bonds of party, or within the professions of a dogmatical creed, does the tendency to associate for purposes of common interest appear to increase. Political parties split up into cliques and coteries, religious denominations into sects and secessions; the rights of independent thought are making daily inroads on the oldest and best-established combinations: it is in mercantile matters only that men have thoroughly learned to combine; and, therefore, these enterprises are carried out with a rapidity and success which appear little short of miraculous. There is nothing holding out a reasonable hope of profit, which an English joint-stock company will not undertake; nothing which, if its management fall into good hands, it is not able to carry through. But, instead of lending its aid to develop the great principle of association, and to protect the public against its abuse, our law has, after its own peculiar manner, first encumbered the subject with vexatious provisions, and then placed the power of dispensing with these provisions in a department utterly unfitted for the task, and liable, as experience proves, to be the victim of the grossest and most impudent deceptions. By making every partner in a joint-stock company liable to his last shilling and his last acre for the debts of the concern, the law does all it can to counteract the spirit of association, and to place the shareholder, as much as possible, at the mercy of the director. To counteract this obstacle, which it has itself created, the law vests in the Board of Trade the power of issuing charters, relieving individual adventurers from such formidable consequences, under such conditions as it may seem fit to impose. The proceedings of our courts of justice have recently furnished a signal instance of the manner in which these exclusive privileges may be obtained, and of the degree of veracity which it is considered necessary to observe in dealing with the departments of our Government.

"In 1847, a Company was formed for the purpose of working coal-mines in Labuan and Borneo. To this Company the Board of Trade granted a charter, requiring, among other things, that 100,000*l.* capital should be subscribed for, and 50,000*l.* actually paid up within twelve months of the issuing of the charter;

and that the Company should not begin business until a certificate, signed by at least three of the Directors, should be produced to the Board of Trade, declaring that these provisions had been complied with. To do the Directors justice, they seem to have been anxious not to have recourse to deception, if fair play would answer the purpose; an elevated strain of morality which we feel bound to record, as furnishing some evidence of the curious psychological fact, that they actually were visited by some compunctious twinges of conscience. The period of twelve months, within which they were to raise the 50,000*l.*, expired in July 1848. The day approached and they had only obtained 5,000*l.*, or a tenth part of the sum. They applied for an extension of time, but this the Government had no power to give. Driven to extremity they adopted another course. They purchased, on credit, an unopened mine, for the price of which they debited themselves with 46,000*l.*, and which they treated as capital subscribed to the same amount. Thus was all difficulty removed, and now, no longer requiring an extension of time, they forwarded to the Board of Trade the following remarkable certificate, which we copy verbatim, as a contribution towards the history and philosophy of joint-stock companies:—

"'We, the undersigned Directors of the Eastern Archipelago Company, *hereby certify* that the sum of 100,000*l.*, being half of the capital of the said corporation, hath been subscribed for, and that the sum of 50,000*l. hath been paid up.*

"'Dated this 25th day of July, 1848.

(Signed) "'JOHN Mc GREGOR, *Chairman.*

"'CHARLES DRINKWATER BETHUNE, *Deputy Chairman.*

"'H. H. LINDSAY.

"'ALEXANDER NAIRNE.

"'HENRY WISE.'

"To use the emphatic and almost scriptural language of these Directors, our attention *hath* seldom, if ever, been directed to a more extraordinary document. A debt was never before treated as a payment, or a heavy liability as a capital. We never heard of an insolvent who inserted his liabilities among his assets, or took credit, not for what was owing to him, but what he owed, nor of a company which reckoned as capital the very subject-matter upon which that capital was proposed to be invested. But it is no subject for ridicule. Either there are two codes of law and morality, the one for Directors of joint-stock companies, and the other for the public, or if this be not so, the obtaining the benefit of the charter by such falsehoods is nothing less than swindling, and the issuing so grossly false a certificate, very little short of perjury. Had a single shilling's worth of goods been obtained by such means, the party obtaining it would be liable to transportation; and had the solemn public duty of giving a true certificate been enforced by requiring an oath, the like penalty would have been incurred by the commission of the crime of perjury. These are legal distinctions, but in the eye of morality there is none. The duty to tell the truth in a matter which the law of the country intrusts to our veracity, is a perfect obligation which cannot be added to—even an oath cannot add to it.

"We observe that the Attorney and Solicitor-Generals appeared in Court as counsel for the Crown, and that, therefore, they were forced to know that a certificate required by Government for the protection of the public, was wilfully given to a statement known to be utterly false. No lawyer can doubt that such a falsehood is a very aggravated misdemeanour, punishable by fine and imprisonment. Is it too much to expect from these high officials that they should put in force against these offenders, the law which visits with such undeviating severity the delinquencies of clerks, accountants, and pawnbrokers? A jury has declared the Charter void, because obtained by a false certificate, and by such finding has really convicted the Directors of a misdemeanour. Why are the civil consequences of the falsehood to follow, and the penal to remain in abeyance? If the object of punishment be example, where could a fitter case be found? No one can say that it is not needed. Within the last few days we have seen one Company raise large sums on the faith of a prospectus, not one statement of which turns out to be true; and another, by suppression of truth and suggestion of falsehood, obtain from the public, gratuities, mortgages, and

guarantees, amounting to no less than 700,000*l.* It is time that something should be done to arrest this tide of corruption, and to prove that, if we be a nation of shopkeepers, we are not a people of swindlers. The Legislature winks at the obliquities. We want to know whether this easy and forgiving spirit has penetrated into courts of justice, and poisoned the interpretation of the law, as it has contaminated the administration of public business?

"Public opinion is undoubtedly a useful power, but to trust to its agency for the suppression of offences like these, would be as idle as to expect to put down pocket-picking by leading articles, and highway-robbery by speeches at Exeter Hall."—("The Times," Monday, June 28, 1852.)

Notwithstanding this expression of public opinion, the Directors of the Eastern Archipelago Company put forward a long defence in the columns of the daily papers, the sum and substance of which was, that Sir James Brooke had succeeded on a purely technical question, and that they had received the sanction of the Board of Trade for any act they had committed.

With regard to this, it must be borne in mind that, had such a defence been capable of proof, the Directors were bound, in duty to themselves, as gentlemen and men of character, as they had the opportunity, to submit this question to the jury; and as two of the Directors, Mr. Wise and Mr. McGregor, were in Court during the trial, and Sir Stafford Northcote* subpœnaed and present, had there been the slightest truth in the defence, it is hardly conceivable but that they would at least have endeavoured to place it on record. Their not doing so is a proof that they felt they could not support it, for they knew that they had never submitted the slightest evidence of the value of the mines at the Board of Trade, nor stated directly that the purchase-money was unpaid. The following article, taken from "The Times" of the 12th of July, 1852, will, however, again best explain the feeling of the public upon their explanations:

"Nothing is easier in the age in which we live than to patch up a damaged character, and purchase a good reputation; everybody is so respectable, everybody is so willing to believe in the respectability of his neighbour, and people compromised in the same delinquency are so willing to testify to the respectability of each other. They are ready witnesses and merciful judges, and the public must needs be satisfied when half-a-dozen gentlemen accused of combining to commit the same offence profess themselves each so perfectly satisfied with the other's innocence. Any one who wishes to see this fallacy of mutual exculpation carried to the utmost limits which human credulity may be supposed capable of reaching should consult the report of the Directors of the Eastern Archipelago Company, which occupied three mortal columns of our yesterday's impression. A brief recapitulation of the facts on which the issue between us and the Directors of this Company depends will enable them to form a rather more accurate judgment than it is probably intended they should do of the past conduct of those Directors and their present attempt at exculpation.

"The Eastern Archipelago Company was formed for the purpose of working coal mines in Labuan and Borneo, and was incorporated under a Royal charter, a condition of which was that the Company should not commence operations till a certificate had been lodged with the Board of Trade, signed by the Directors, to the effect that 50,000*l.* of the capital of the Company had been paid up; the meaning of which words is—if words when used by the directors of joint-stock companies have any meaning—that the shareholders of the Company had paid up, and the Company was then in possession of, 50,000*l.* available for the purposes for which the charter was granted. The object of such a provision clearly was, in the first place, to protect the shareholders from a premature commencement of the undertaking without funds sufficient to carry it to a successful issue; and secondly, to protect the public, dealing with a body to which the charter gave a limited liability, from any loss, by insisting upon a large fund being raised to meet the demands upon it. The certificate that the capital was so paid up was duly signed by the Directors and lodged with the Board of Trade, and the Company commenced operations accordingly. A few weeks ago there was tried before Lord Campbell an issue on a writ of *scire facias*, sued out at the instance of Sir James Brooke to try if the Company had or had not forfeited its charter

* Sir Stafford Northcote was the gentleman at the Board of Trade with whom the negotiations for the charter were chiefly carried on.

by falsely certifying that its capital was paid up. The evidence was, that at the time of signing this certificate 5,000*l.* capital had been paid up, and that the Company was possessed of a right to a coal mine, then unopened, which they had bought, but not paid for, at the price of 46,000*l.* Of course, if 50,000*l.* had been paid up, and 46,000*l.* of it had been invested in the actual purchase of a mine, this would have been no performance of the condition of the charter; first, because such a purchase would have been a commencement of operations; and secondly, because the capital required would have been no longer in the possession of the Company. But, if this be so, what can be said of a statement that capital was paid up, which at the time when such a certificate was given had really no existence? If buying land and running in debt for the purchase-money to the full amount creates capital in the purchaser, the philosopher's stone is discovered, the usual means of acquiring wealth by industry and accumulation are superseded, and any one who can make a bargain he is unable to fulfil becomes at once a capitalist to the amount of his defalcation. The jury seem to have taken this view of the subject, and found by their verdict, as indeed they were bound to do, that the certificate was false, and that the capital which these Directors solemnly affirmed to be paid up was not paid up at the time of the making of such certificate. Never was a more substantial issue raised or tried between two parties. On these circumstances, as disclosed on the trial, we commented with some indignation, and we now beg to call attention to the defence which these Directors put forward for this flagrant act of delinquency, of which the facts of the case and the verdict of the jury equally combine to convict them. In the first place, they assert, in delicate phraseology, that 'the question of the certificate signed by the Directors respecting the Company's capital was recently decided in adverse matter by the Court of Queen's Bench on technical grounds.' For 'the question of the certificate,' we should read the question of the truth or falsehood of the certificate. Instead of 'respecting the Company's capital,' they should have said, affirming the Company's capital to consist of 50,000*l.* paid up; and instead of 'decided in an adverse manner,' they should have said, decided to be false, though that is certainly so far adverse to the Directors as it fixes them with the public and advised affirmation of a notorious falsehood. 'Technical grounds,' indeed! No issue could be more entirely divested of technicality than the question whether this certificate was true or no—a question which really resolved itself into the still simpler issue—'Is land obtained by a promise to pay 46,000*l.*, the 46,000*l.* itself?'

"The next defence set up by the Directors is, that the false certificate was given with the knowledge and by the connivance of the authorities of the Board of Trade: and certainly, if the letter from Sir Stafford Northcote, quoted in the report, is a true copy, which we are most reluctant to believe, the Directors are entitled to all the exculpation which they can derive from implicating the officers of the Government in their offence. Sir Stafford Northcote states, that he was asked whether it would be correct to include the value of the Company's property in the return; that is, to state that the mine itself was the paid-up capital with which it was to be worked, and this was decided in the affirmative, on the authority of Mr. Bellenden Ker. It is therefore, we fear, only too clear that the officials of the Board of Trade knowingly allowed these Directors to make a false statement in the most public and authentic manner, and to derive from it all the benefit to which they would have been entitled had it been true; and that by so doing they held out the Company to the world as possessing a capital it did not possess, and entitled to a credit it did not deserve. There is, however, no evidence to show that they were aware that, whatever legal jargon may say, the mine was no property whatever of the Company, because it had never been paid for; and that, by the device by which credit was obtained for a capital of 46,000*l.*, it would have been just as easy to have shown and certified a capital of forty-six millions. We trust that this matter, now no longer involving the credit of a few private gentlemen, but that of a department of the Government, will receive the most searching investigation; and that the opinion of Mr. Bellenden Ker may be produced, in order that the public may know whether that experienced lawyer really did advise that land could be paid up as capital, and that anything which the Directors of a Company chose to call worth 46,000*l.* is to be taken, as against the public, to be really of that value. We intrust the Board of Trade with the power of relaxing our impolitic law of partnership. This they do on certain conditions, and if they suffer those con-

ditions to be broken, they really launch these Companies into the world with false and spurious credit.

"But whatever the Board of Trade may have done, can their willingness to allow the Directors to make a false certificate justify the Directors for making it? Has the Board of Trade, in addition to dispensing from unlimited liability, the power of authorising the violation of truth, of honour, and of morality? The Directors who certified this falsehood, have the highest opinion of the Board of Trade. The officials who connived at the false certificate, have, doubtless, the highest opinion of the Directors. All that is needed for their exculpation is, that the public, which stands aloof from both, should exculpate them both, and for that exculpation they will have long to wait."—("The Times," Wednesday, July 21, 1852.)

On the 28th January, 1853, the following judgments on the legal question before mentioned were delivered in the Queen's Bench.

Mr. Justice Erle.—The Queen and the Eastern Archipelago Company. In this case the prosecutor contends that the letters-patent granted to the defendants have become void; because the directions contained therein,—that the Company should not begin business until it had been certified by three of the Directors that half of the capital had been subscribed for, and 50,000*l.* paid up, have not been properly complied with, the jury having found that the 50,000*l.* has not been paid up, although the certificate had been given and the Company had begun business. The letters-patent incorporate the Company, and declare that certain powers are vested in it, and, *inter alia*, the Company shall not begin business until it shall have been certified by three of the Directors that 50,000*l.* has been paid up; and provides, in case the corporation shall not comply with any of the directions and conditions therein contained, it shall be lawful for the Sovereign, by any writing under the Great Seal or under the Sign Manual, to revoke and make void the said charter, either absolutely or under such terms and conditions as the Sovereign shall think fit. And it further provides, that after twenty-one years it shall be lawful for the Sovereign, under the Great Seal, or by writing under the Sign Manual, to make void the charter, or to add such modifications and conditions, or provisions thereto, as the Sovereign may think fit. And it further declares, that when the corporation shall have been dissolved, the affairs wound up, and the debts paid, the charter shall be absolutely void.

According to the prosecutor's construction, the charter becomes void on the non-compliance of any direction contained therein, although it is not revoked by instrument under the Great Seal or under the Sign Manual. But this construction is contrary to the words of the charter. It assumes that which does not exist, namely, a direction to be absolutely void on such non-compliance: it omits that which does exist, namely, the instrument under the Great Seal or Sign Manual as a condition of revocation. If effect is to be given to the words of the charter in their ordinary meaning, this construction seems to me untenable.

The prosecutor also alleges that the legal effect of the provision is to make the charter revocable at the will of the Crown on such non-compliance; and that the permission of the Attorney-General to the prosecutor to sue out the *scire facias* is conclusive, to prove that the Crown has willed the revocation, and the mention of the Great Seal and Sign Manual is without meaning. But this assertion is not supported by authority, and is contrary to principle. The consent of the Attorney-General to the *scire facias* is no evidence of the will of the Crown to revoke; the revocation is no part of his duty: and further, the will of the Crown to revoke is not sufficient, unless expressed in the manner specified in the charter. If the question of the avoidance of the charter were raised in another legal proceeding, it would be necessary to prove the non-compliance with the directions and the will of the Crown to revoke expressly, as provided in the charter; and if the permission of the Attorney-General that Sir James Brooke prosecute this *scire facias* was offered to prove such *will*, I apprehend it would be no evidence to go to the jury to establish the fact; and further, as the issue would be the *will* to revoke, expressed under the Great Seal or Sign Manual, if the Attorney-General, as a witness, stated that he, in his discretion, intended to revoke, or that the Lord Chancellor intended to put the

Great Seal to this revocation, or merely to offer a direct statement of the intention of the Sovereign to revoke, it seems to me that these facts, also, would be no evidence to go to the jury to prove revocation according to the charter; and if so, neither is the Attorney-General's consent to this *scire facias* of more avail in the present proceeding.

The prosecutor further alleges that the *scire facias* is for the purpose of inquiring whether the directions have been complied with, and according to the result of the inquiry, the Crown may revoke or not. This seems a mistaken view of the judgment in *scire facias;* for if, upon this record, he is entitled to the judgment, it must be adjudged the letters-patent be cancelled. The argument supposes it would be a judgment, in the nature of a certificate—the fact that such non-compliance was proved. If the other parts of the charter are examined, they confirm the view taken by the defendants. In case of the dissolution of the Company, provision is made for the absolute avoidance of the charter without reference to the will of the Crown; and by this it appears the distinction between absolute avoidance and revocation by the Crown was known: also, after the lapse of twenty-one years, provision is made for the Crown to revoke or modify as it shall will; but the *will* must be expressed by instruments, authenticated in the same way as is required in the case of such non-compliance as aforesaid; and it seems difficult to contend that if *scire facias* was brought in the twenty-second year, that the Court would be bound to give judgment of cancellation; and yet the only objection would be the same as the defendants now rely on, namely, the revocation must be by an instrument according to the charter, and *scire facias* is not such an instrument, or an equivalent thereto. The provisions enabling the Crown to declare forfeiture of a charter, are in analogy with provisions for forfeiture between subjects, and are to be construed by the same rules. In an instrument between subjects, where forfeiture was the condition of an instrument being executed in a specified manner, there would be no forfeiture without such an instrument.

For these reasons, I think, that the judgment should be arrested.

Mr. Justice Wightman.—An application was in this case made to this Court to arrest a judgment on a verdict which had been obtained for the Crown in a proceeding by *scire facias* to repeal letters-patent of incorporation, which had been granted to the defendants on the ground of substantial defects in the declaration of *scire facias.* It appeared on argument, the letters-patent of incorporation, which conferred certain privileges on the Company, contained clauses directing certain things to be done by them; and, among others, directing that the sum of 100,000*l.* at the least, being one-half of the capital of the said Corporation, should be subscribed for within twelve calendar months from the date of the letters-patent, and the sum of 50,000*l.* at least should be paid up within such period. There is a further direction, that the Company should not begin business until it had been certified to the President of the Board of Trade by, at least, three of the Directors of the Company, that at least one-half of their capital had been subscribed for, and the said sum of 50,000*l.*, at the least, paid up. The charter then contained a proviso that, in case the corporation should not comply with any of the directions and conditions in the letters-patent contained, it should be lawful for Her Majesty, by any writing under the Great Seal or under her Sign Manual, to revoke and make void that charter, either absolutely or under such terms and conditions as she might think fit: and also, a further proviso, that Her Majesty might, either under the Great Seal or by Sign Manual, at any period after twenty-one years from the date of the charter, revoke and make it void, or add such modifications, conditions, or provisions as she might think fit. The declaration alleged non-compliance with several of the directions, including the direction that half of the capital had been subscribed for, and 50,000*l.*, at least, paid up within twelve months from the date of the letters-patent; and on the issue taken on such allegations there was a verdict for the Crown.

Two objections were made to the declaration in *scire facias;* first, that the directions, the non-compliance with which was complained of, were not conditions which, if not complied with, would enable the Crown to revoke its grant; and, secondly, that if they were conditions the non-compliance with which would entitle the Crown to revoke its grant, the proceedings ought to be, according to the terms of the proviso, not by *scire facias* in the first instance,

but by an absolute or qualified revocation, under the Great Seal or Sign Manual, previously to proceeding by *scire facias;* and that the declaration was bad for not alleging such preliminary revocation under the Great Seal or Sign Manual.

With respect to the first of these objections, it appears to me those directions in the charter are, in effect, conditions; and that the charter was granted subject to a compliance with them. I do not think it necessary to advert to the distinction taken in many old authorities in favour of the prerogative between grants by the Crown and grants by a subject, or to the cases in which it has been held that words which would not amount to a condition in a grant by a subject, will have that effect in a grant by the Crown. Without reference to such cases or distinctions, it appears to be the directions in the charter, looking at the whole instrument, are intended to be, and in fact are, conditions. The grant is made by the charter, subject to the directions and provisions therein contained, and unless the directions are conditions, there are none in the charter. But the first proviso in terms treats the directions as conditions: it provides, in case the incorporation shall not comply with any of the directions and conditions in the letters-patent, the Crown may, by any writing under the Great Seal or Sign Manual, revoke. As there are no conditions in the charter, unless the directions are such, the word "conditions" would have no meaning in the proviso unless so understood.

The second ground of objection, however, is that which was most strongly urged on the part of the Corporation. The declaration states, Sir James Brooke is the prosecutor of the *scire facias*, and it was contended that the prosecution, at his instance, was inconsistent with the power which the Crown reserved to itself, by the proviso; for that, if the prosecutor is entitled to judgment, it must be absolutely for the repeal of the letters-patent; whereas, by the proviso, the Crown reserved to itself the right, in case of non-compliance with the directions, of repealing the charter, either absolutely or under terms and conditions. It was contended that the Crown itself could not, in the first instance, proceed by *scire facias* to repeal the letters-patent, on the suggestion of non-compliance with some of the conditions; but that there must be a previous revocation, or repeal absolute or qualified, by writing, under the Great Seal or Sign Manual, and then *scire facias* might issue to inquire into the truth of the matters suggested, as a ground for repeal of the letters-patent; thus, requiring that that act should be done first, and the truth of the matter, suggested as ground for it, inquired into afterwards. It is difficult to believe that such an unusual and inconvenient course of proceeding could have been intended by the terms of the provisions in the charter. If the charter had not contained the proviso, there can be no doubt that *scire facias*, at the instance of the Crown to repeal the letters-patent, might have been obtained for non-compliance with the directions, assuming them to be conditions. If the Crown succeed on *scire facias*, judgment would only be for absolute revocation; and there is nothing in the proviso to restrain the Crown from proceeding by *scire facias* to obtain such judgment, if the truth of the suggestions of non-compliance with the conditions in the charter, or of any of them, is ascertained by verdict or admission by default; but the Crown has reserved to itself a power, in case of non-compliance with any of the directions and conditions of the charter, of revoking it, by writing under the Great Seal or Sign Manual, either absolutely or under such terms and conditions as the Crown might think fit. This gives to the Crown an additional power, which it would not have had if it had been left to the remedy by *scire facias* only; for it gives the power of qualified revocation, to which the proceeding by *scire facias* would be inapplicable. It may well be, it was intended by the proviso that the Crown should have the power, on information of non-compliance with the conditions of the charter, to revoke it without *scire facias*, absolutely or by writing under the Great Seal or Sign Manual, leaving it to the grantees to institute counter-proceedings by *scire facias*, or otherwise, to revoke the instrument of revocation, on the ground of the Crown having been deceived by false information. This would undoubtedly appear to be the only course that could be adopted in the case of a partial or qualified revocation, but by no means necessary when the Crown intended absolutely to revoke the charter, if any of the conditions were not complied with; which could most conveniently be done by proceeding in *scire facias*, in which the truth of the suggestions might be tried, and if found for the Crown, the letters-patent would in the case supposed, according to the

previous intention of the Crown, be absolutely revoked. I am, therefore, of opinion that the Crown might proceed by *scire facias* to repeal the letters-patent, notwithstanding the proviso, if it intended the charter should be absolutely and not partially repealed, in case where the suggestions of breach of the conditions of the charter were found to be true. But it was contended for the corporation, admitting the Crown might in its own right proceed by *scire facias* for the absolute repeal of the letters-patent, it would be utterly destructive of the power of qualified and partial revocation reserved to the Crown by the proviso, if a private prosecutor could be allowed to proceed by *scire facias* in the name of the Crown. There would be very great weight in this argument, if it could be made out that a private prosecutor could proceed either without the leave of the Crown, or that the Crown's permission was so entirely a mere form, that it could not under any circumstances be refused. The permission of the Crown is given by the assent of the Attorney-General, and it was admitted in the argument that *scire facias* could not in this case have been brought or maintained without the assent of the Attorney-General; and it must be assumed, as the case appears before us on the record, that the *scire facias* was brought in the Queen's name, with the assent of her Attorney-General, but on the prosecution of Sir James Brooke. If the assent of the Crown be necessary before a proceeding could be taken in its name, which, if successful, would have the effect of absolutely revoking the letters-patent, and such assent is given, it must be assumed the Crown did not intend to exercise the special power reserved of making a partial revocation, but proposed the charter should be absolutely repealed, if the suggestion of non-compliance with the conditions were found to be true. The Attorney-General, therefore, on behalf of the Crown, authorized the proceedings at the instance of the private prosecutor, which might have been brought by himself directly in the name of the Crown. The assent of the Attorney-General to the prosecution of the *scire facias* by a private prosecutor in the name of the Crown would, as it appears to me, be of the same effect as if he had himself, on behalf of the Crown, directed the proceeding, unless he had no option in the matter, and was bound *ex debito justitiæ,* and at all events to give his assent, whether he or the Crown agreed to a prosecution or not. It was said in Sir Oliver Butler's case, reported in the 2nd Ventris, 344, the Attorney-General is bound *ex debito justitiæ* to give his assent to the prosecution of a *scire facias*, in the name of the Crown by a private prosecutor, if such prosecutor had been injured by a patent, which may be avoided on the suggestion of facts which would defeat it. But that can mean no more than that the Attorney-General ought in such a case, if he is satisfied that it may be that the prosecutor has been injured, to grant it; but not that he is at all events bound to do so. That no *scire facias* can be brought in such a case without the assent and fiat of the Attorney-General is clear; and the course of proceeding for obtaining it is in Mr. Foster's book on *scire facias*, and also in Mr. Hindmarsh's work on Patents. It would not only be competent for the Attorney-General to exercise his dissent if he saw no sufficient ground to give his assent, but it would be his duty to withhold it; and I cannot assume the Attorney-General would give assent to a prosecutor to repeal letters-patent by a private individual in the name of the Crown, unless he was satisfied the letters-patent really could be repealed, if the suggestions were true.

On the whole, it appears to me the directions in the charter are conditions. The right of the Crown to maintain *scire facias*, and to repeal the charter absolutely for non-compliance with any of the conditions, is not restrained by the proviso that the assent of the Attorney-General for the prosecution of the *scire facias* is of the same effect, with regard to the maintenance of the proceeding, as if the prosecution had been by the Crown itself. I am therefore of opinion that the rule should be discharged.

Mr. Justice Coleridge.—In this case the verdict having passed in the *scire facias* on three issues against the defendants, a rule has been obtained and argued for arresting the judgment on alleged defects in the declaration, and I am of opinion that that rule ought to be made absolute.

In order to make the grounds of my judgment intelligible, it is necessary to examine the charter which it is sought to annul: 200,000*l.* was to be the capital of the Company, which was incorporated by the name of the Eastern Archipelago Company, in the usual form and with the usual intents. The

charter then proceeds to give certain directions, the effect of which is to confer powers and privileges; and then it proceeds in these words, on which the case for the prosecution arises:—"And we do hereby further direct that the sum of 100,000*l.* at the least, being part of the aforesaid capital of the said corporation, shall be subscribed for within twelve calendar months from the date of our said letters-patent, and that the sum of 50,000*l.* at the least should be paid up within such period." Several other directions then follow, regulating the future administrative proceedings of the corporation, and amongst others is the following:—"And we do hereby further direct that the said partnership (a partnership having been alluded to before), shall not begin business until it shall have been certified to the President of the said Board of Trade, by at least three of the Directors of the said Company, that at least one-half of their capital before-mentioned had been subscribed for, and the said sum of 50,000*l.* at the least paid up; such certificate of the said Directors to be indorsed on this our said Royal charter, and to be sufficient evidence for the purpose of the aforesaid provision in that behalf."

At the close of these directions follows this proviso, on the true construction or effect of which this case appears to me mainly to depend:

"Provided always, and we do hereby will and declare, that in case the said corporation should fail to enter into and execute such deed of settlement as aforesaid, and to deposit a copy thereof within the period before limited in that behalf, and subject as aforesaid; or in case the said corporation shall not comply with any other the directions and conditions in these our said letters-patent contained, it shall be lawful for us, our heirs and successors, by any writing under the Great Seal or under the Sign Manual of us, our heirs or successors, to revoke and make void this our Royal charter, and every clause, matter, and thing therein contained, either absolutely or under such terms and conditions as we or they shall think fit: Provided always, that notwithstanding anything herein contained, it shall be lawful for us or our heirs and successors, either under our Great Seal, or by writing under the Sign Manual of us, our heirs and successors, at any period after the expiration of twenty-one years from the date of these presents, to revoke and make void this our Royal charter, and every clause, matter, and thing therein contained, or to add such modifications, conditions, or provisions thereto as we, our heirs or successors, shall think fit."

The usual provision is inserted, that the charter shall be enrolled according to its true meaning, and be taken, construed, and adjuged in the most favourable and beneficial sense, and to the best advantage of the corporation. A proviso follows, and in our view of the case, it may be, perhaps, worth noticing that this is, in terms, an express condition, and the only one which the instrument contains:

"Provided always, and we do hereby direct and declare, that this our Royal charter is granted upon this express condition, that the said partnership hereby incorporated shall at all times during the continuance of the said corporation abide by and confirm to all and every the directions which may be given to the said corporation by any one of the principal Secretaries of State, of us, our heirs or successors, as regards the intercourse and dealings of the said Company with any foreign State or Power."

Such being the charter, the pleadings raised issue on the subscription of 100,000*l.* and the payment of 50,000*l.* at the periods required by it, and at the very time of commencing business by the defendants, and these issues were found for the Crown. But the defendants allege, in arrest of judgment, that the *scire facias* is defective, because it contains no allegation that previously to its issuing Her Majesty by writing under the Great Seal, or under her Sign Manual, had revoked or avoided the charter. The judgment, if this rule be discharged, will be that "the letters-patent be revoked, cancelled, vacated, annulled, avoided, and invalid, and be altogether had and held for nothing, and that they be restored into the Chancery for our said Lady the Queen, there to be cancelled, and also the enrolment thereof be cancelled, quashed, and annulled."

The question then for decision is, whether the judgment can pass in this case until Her Majesty shall, by writing under the Great Seal, or under her

Sign Manual, declare her pleasure to revoke and make void the charter? In coming to the conclusion that it cannot, I lay out of consideration, and do not at all rely on any distinction between "direction" and "condition," which was noticed in the argument. I am willing to take it as a case of condition broken by the grantees of the charter, which subjected them to its forfeiture; but I think, first, we are bound to ascertain the true meaning and intention of the whole instrument according to the language in which it is expressed: secondly, that according to the true meaning and intention of the charter it was voidable only on breach of any of the conditions at the pleasure of the Crown expressed in one or other of the specified modes; and, thirdly, that the law does not forbid the granting or accepting a charter so determinable. There is the less necessity for dwelling on the first point, because the peculiar construction of a grant from the Crown was not insisted in the argument for the prosecutor; that point was made, principally, if not entirely, for the purpose of inducing the Court to consider that which in the charter, in terms, is called a "direction" or "condition," and I am quite content to head it as a condition, and to admit it to be broken. Still it may be worth while to observe on this point, that although in the old books not a few cases may be found distinguishing between grants from the Crown and grants from a subject, on grounds, some of them, hard to reconcile with justice or common sense, some of them reasonable enough at the time, with reference to the then condition and interests of the Crown, but wholly unreasonable now; and yet the general principle to be traced in the main current of authorities is both a just and a reasonable one, as establishing the same guiding principle of construction for instruments of both kinds. If indeed the King has been deceived by any false suggestion as to what he grants, or the consideration for his grant; if he appears to have been ignorant or misinformed of his interest in the subject matter of his grant; if the language of his grant be so general that you could not in reason apply it to all that would literally fall under it; or if it be couched in terms so uncertain that you could not tell how to apply it with that precision which a grant from one so specially representing the public interest ought in reason to have; or if the grant reasonably construed would work a wrong or something contrary to law; in these and such like cases the grant would be, perhaps, either wholly void or restrained according to circumstances, and equally so whether the technical words *ex certa scientia et mero motu* be used or not. That is applying the same principle of construction on which a grant from a subject is construed, namely, on default of effectuating the intention of the grantor to hold the grant valid, or to construe it *secundum intentionem domini regis, et non in deceptione domini regis.* It is satisfactory to see this language of good sense used, even in times when the prerogative was at least sufficiently favoured in Courts of Law; and in the very books to which reference is made for a strict and inequitable construction, and in the celebrated Alton Wood's case, in the 1st Report, which contains a store of learning on this head, in what Lord Coke calls "The Treasurer's brief and effectual Judgment," it is laid down, no violent or strained construction is to be made of the King's grant, but his grant shall be taken in its usual and common sense, according to its intent and meaning. In Sir John Molin's case, 6th Report, page 6, Lord Coke desires the reader to "note the gravity of the ancient sages of the law to construe the King's grant beneficial for his honour and the relief of the subject, and not to make any strict or literal construction in subversion of such grants." Lord Chief Baron Comyn, "Digest," title "Grant by the King," G. 12, gives accurately the substance of this case, and Bentley's case, 9th Report, 129, and the Churchwarden's case, 10th Report, in these words: "When the King's grant is capable of two constructions, by one of which it will be valid, and the other void, construction must be made to make it valid, for that will be more for the benefit of the subject and the honour of the King, which ought to be more regarded than his profit."

In the case now before us, and on this motion, there is no legal ground for presuming, nor indeed am I aware, if we could look beyond the record, that there is any pretence for saying that the Crown was misinformed or deceived in its grant. We are dealing with conditions subsequent, not performed; and the only question in that part, in my judgment, is one of construction of language; first, what are the rights the Crown has reserved on the happening of certain events? Secondly, it appears to me perfectly clear in this instrument, and for a reason which that instrument sufficiently discloses, it was the intention of the

Crown to reserve a special power of revocation, either absolute or on condition, and of no other.

The reason to which I allude is this: the Crown had in the first place incorporated the grantees absolutely, and for ever; but it has guarded and accompanied its grant with many directions as to matters future, some of more, some of less importance, some a failure of performance of which might go to the roots of the grant, must be wilful, and would be irreparable, and also irrespective of time; others have just the contrary character. It means, therefore, to make an absolute revocation possible in all cases, and it is equitable also to retain the power of qualifying that revocation to meet the circumstances of some. *For example, the* 100,000*l. might not have been subscribed for within the specified time; the directors might have been cognizant of it; might have given a fraudulent certificate and commenced business; this would have been one case of breach of condition, and not a word could have been said against the justice of an absolute revocation for such wilful and fraudulent conduct in so important a particular.* But the 100,000*l.* might also have been *bonâ fide* subscribed for within the time; the certificate might have been given regularly, and business commenced; but through the neglect of an officer the indorsement on the charter might not have been made until the day after. This would have been another breach; but in equity or strict justice ought the same consequences to follow on both? The prosecutor's construction will involve this conclusion. According to him there is no discretion in the Crown; the same judgment, if any, must pass, in both cases that must be unqualified and absolute. Now his argument must rest on one of two grounds, for I presume he would not say we must sponge the proviso clean out of the charter. He must say, perhaps, if you do so strike out the whole of the special clause of forfeiture, still the breach of any condition is a ground of forfeiture at the election of the Crown, and that ground remains untouched by the special clause remaining in; or that if it were necessary to have the will of the Crown specially exercised, the fiat of the Attorney-General, which must be granted before the issuing of the *scire facias*, was conclusive expression of that will. Let us consider both of these grounds, in order. The first of these, in the argument at the Bar, was expressed by saying that the special and express power of revocation was only cumulative on the general and implied power. The term cumulative is not, I think, very correctly applied here. When anything is cumulative on another, whether it be remedy or penalty—we are speaking commonly of two things which are, at least, consistent, and might, without incongruity, be applied at the same time, as indictment and summary proceeding, fine and imprisonment, an action for breach of covenant and ejectment for forfeiture—two ways of doing the same thing. When only one can, in fact, be used, it makes a case of election, but they are hardly cumulative. This, however, may be mere criticism on terms used. If the special power in the charter had been limited to its unconditional avoidance, I do not know that there could be any ground for refusing to hold that these two might co-exist, and the Crown might have its election. It would even then be very difficult to account for its introduction. Why introduce the term of "writing under the Great Seal," or "under the Sign Manual," merely to do that which the law had already enabled to be done, and which would still be done without them; and upon the question of intention there would have been great weight in this objection. But the power is not so limited; it is extended to a conditional revocation, and also the Crown under it may say to the grantee, unless within such a time, or in such a way, you do *this* or *that* which you have omitted to do, then we revoke and annul, but not otherwise, although there has been a breach of the condition. Now this is a new power not inherent in the Crown, not implied by law, existing only by virtue of this express reservation. No judgment to this effect could be given, as the result of proceeding by *scire facias*. But these powers could not, on a reasonable construction, be separated from the other; they are, in fact, two parts of one entire power. My present argument is simply on the reasonable construction of the indictment only, apart from any legal difficulty, which I will not omit to consider in the last place; but apart from this, if any such there be, I feel certain that no one could doubt, that whatever might be condition of grantees under other charters, in this charter the law and mode of revocation were especially laid down in this sentence, and these grantees were to understand that they hold this charter, subject to this power of revocation and this only.

Commonly speaking, *expressum facit cessare tacitum* is used, and this would seem a case in which that wholesome maxim eminently applies. This is not all. I cannot but think there is much weight in the observation that arises in the additional and extraordinary power of revocation at the end of twenty-one years, or to add new modifications, additions, or provisions, as it pleases, which the Crown has expressly reserved to itself. This again is purely the creature of the charter itself. Incorporation is made for ever: to give the perpetual succession was one of its important objects; the Crown has chosen to reserve extraordinary power of destroying it, without any breach of condition or misprision of any kind, at the expiration of a short period of twenty-one years. Does not this clause, placed where it is, in immediate sequence to the clauses we are considering, help to show the matter of revocation is, in this charter, put on special grounds by agreement between the parties? I say agreement between the parties, because, although we are speaking of a charter from the Crown, and purposely use the terms "grantor" and "grantee," it must not be forgotten that even this is, in its essence, a compact, and the Crown and grantees are mutual contracting parties, that the grantee must accept before he is bound by the terms; and I apprehend it has been a rule, as universal as it is wise, that when a written instrument contains a specific provision as to a particular subject matter, that the provision as to that matter which the law would imply, if the instrument were silent, cannot be resorted to. Here, then, the grantees have accepted a charter, which expressly provides for avoidance in a certain way, and *that* on certain conditions, if, without that express condition, this charter would have been voidable on breach of a condition more simple, and, absolutely, so as to make the tenure of the grantee less advantageous, it seems to me only the more reasonable to construe that the express proviso supersedes any other implied power of avoidance. We have no right to assume the charter would have been accepted with the power of revocation at the end of twenty-one years, unless the power of revoking conditionally, only on breach of the direction, had also been added. The one may have been the consideration for the other, and it cannot be assumed, as it was by Mr. Hill, that this was intended merely to enlarge the Crown's power; in part, it does enlarge certainly, but in part it restrains it. This whole clause appears to me to lay down the only law applicable to the subject, and the liability which would have been implied by law had there been no express provision does not exist. Much of what I have said, at so much length, I am sorry to say, on this point, applies to the other argument relied on by the prosecutor. In ordinary cases, I freely admit the fiat of the Attorney-General must be taken as the expression of the will of the Crown; it must be so in the present case, as regards the mere issuing of the *scire facias*. I do not think the Court has power, in any case, to inquire whether the Attorney-General has been well or ill advised in granting his fiat, in the present instance (and I have no desire to raise any question on that); still if the power of the Crown be limited, the power of the Crown's officer must be equally so. The rights of the grantees conceded by the Crown cannot be affected by the act of the Attorney-General beyond the Crown's power. If the expression of the Crown's will, in the manner specified by the charter, be a condition precedent to the exercise of the Crown's power, the practice of the Attorney-General cannot do away with the necessity of satisfying that condition. I conclude, therefore, that construing this charter according to the intention of the parties, to be gathered from its language, the only power of revocation or annulling reserved to the Crown is that which is specially expressed; and it only remains to consider whether any rule of law prevents us giving that effect to it which was intended. It has not been argued, and it certainly could not be, in this proceeding, which assumes the original validity of the charter, that the Crown could not by law have a conditional instead of an absolute power of avoidance for breach of condition, and if it might have it, it certainly might expressly reserve it. But it has been said that this particular reservation was so expressed as to be absurd and impracticable; for it supposes, first, the charter to have been revoked and made void by the Queen's declaration under the Great Seal or Sign-manual, and that then *scire facias* is to issue for the purpose of procuring a judge to award or cancel that which has been already so revoked and made void. If there be any difficulty on this account it exists equally in regard to many letters-patent for new inventions. In them it is not uncommonly provided, that if it shall be made to appear the grant is contrary to law,

or the supposed invention prejudicial to the subjects in general; or not new; or not found out by the patentee; then, upon signification by the Crown, under Signet or Privy Seal, the letters should be generally void; and yet a *scire facias*, as we all know, would be necessary for repealing the patent after such signification made, and that for reasons that will be obvious.

Secondly. Although the Queen should act on the power reserved, and revoke and annul the charter, her revocation will have no effect unless there had been, in fact, the breach of the condition on which alone it depends, and that fact must be tried on the suggestion in *scire facias*. If the issue raised on it be found against the Crown, the revocation falls to the ground, and if it be found against the grantee, then the revocation which was only contingent before becomes absolute. But even then, there remains, thirdly, the cancellation to be awarded on bringing in of the charter to be formally cancelled, and the enrolment in Chancery to be quashed and annulled. The office of the *scire facias* is two-fold; first, to give an opportunity for ascertaining the fact on which the force of the Crown's enrolment depends; secondly, in case that fact be decided against the patentee to procure the recording judicially of such annulment, to compel the bringing in of the letters-patent which are in the hands of the grantee for cancellation, and to authorise the cancellation of the enrolment. I cannot think there is any reality in the difficulty suggested, as to the mode of proceeding under the special power, either in the way of notice to the Crown of the facts on which it is to be exercised, or notice from the Crown to the grantee that it has been exercised. With regard to the former the same mode might in substance be adopted as is now had recourse to in other cases of *scire facias*. The Crown's interests are abundantly protected by the numerous officers who exist for that very purpose. It was never a very satisfactory notion which is found in the old books, "that the King hath the charge of the commonwealth, and, therefore, cannot intend his private businesses;" and certainly it is one which has no place in these times and in a case like this. In point of fact it is always found, I believe either by the vigilance of its own officers or from acuteness of interested individuals, the necessary information reaches the Crown and sets it in motion. As to notice from the Crown to the grantee, surely it may be presumed, so important a proceeding as the special proviso here contemplated should never be had recourse to, without previous inquiries and communications with them. Whether the declaration by the Crown under the Great Seal or Sign-manual has in fact been made, of course there would be no difficulty in the Attorney-General ascertaining; the knowledge of the fact must be in the Crown officers. It was very properly not contended in the arguments, if the exercise of the power by revocation is a condition precedent, it was not necessary to aver in the writ it had been exercised. Without this allegation, and as the writ is now framed, it is perfectly consistent with all that would be in issue on this record, that the Crown had expressed its special power of revocation conditionally only. So that, although the suggestion of the breaches might be true, they had been condoned, and that no judgment of cancellation could by law issue. I am not aware that this objection has ever been raised before, and as it is reasonable to be presumed it might have been on some occasion, if my opinion is correct, that fact is undoubtedly worthy of consideration, and entitled to much weight against its correctness; still, when the general principles of reason and justice clearly concur in support of a decision, these cannot be overruled simply by the circumstances, that on no former occasion has the matter been brought into controversy. The effect of that is merely negative, and will not warrant me in withholding from the defendants the benefit of my opinion in their favour, when the point is first raised.

On these grounds, I conclude on the whole, the rule for arresting judgment in this case ought to be made absolute.

Lord Campbell.—I am of opinion that the rule for arresting judgment in this case ought to be discharged.

The question may be considered as if the *scire facias* contained only the suggestion to which the defendants pleaded the fifth, tenth and thirteneth pleas, issues on these pleas being found for the Crown—the charter by which the the Company were incorporated contains the following clauses:—"And we do hereby further direct that the sum of 100,000*l.* at the least, being one-half of the aforesaid capital of the said corporation, shall be subscribed for within twelve

calendar months from the date of these presents, and that the sum of 50,000*l.* at least, shall be paid up within such period. And we do hereby further direct that the said partnership shall not begin business until it shall have been certified to the President of the said Board of Trade by at least three of the Directors of the Company, that at least one-half of the capital before-mentioned has been subscribed for, and the said sum of 50,000*l.*, at least, paid up; such certificate of the said Directors to be endorsed on this our Royal charter, and to be sufficient evidence for the purpose of the aforesaid provision in that behalf."

The *scire facias* contains the following suggestions among others. "Also, that the said sum of 50,000*l.* at least, of the said capital of the said corporation, had not been paid up within the said period of twelve calendar months from the date of our said letters-patent; and also that, although the said partnership began business on the 30th day of June, 1849, yet, at the time that the said partnership so began business, 50,000*l.* of the capital of the said partnership had not been paid up; and also, that although the said partnership began business on the said 30th day of June, 1849, and although at the time when the said partnership so began business one-half of the capital had not been paid up, yet it had been certified to the President of the said Board of Trade by the Directors of the said Company, falsely and untruly, that at least one-half of the capital of the said Company had been subscribed for, and the said sum of 50,000*l.* at the least paid up, in violation of the provisions in the said letters-patent in that behalf contained, whereas in truth and in fact, at the time of giving such last-mentioned certificate, one-half of the capital of the said Company had not been subscribed for, nor had the said sum of 50,000*l.* at least, of the said capital been paid up, as the said Directors then well knew." The defendants by their fifth plea, to the suggestion, that the sum of 50,000*l.* at least, of the said capital of the said corporation had not been paid up within the period of twelve calendar months from the date of Her said Majesty's letters-patent, say: "The sum of 50,000*l.* had been paid up pursuant to the provisions of the said letters-patent in that behalf, within the said period of twelve calendar months from the date of Her Majesty's said letters-patent."

By the tenth plea, to the suggestion, "That at the time when the said partnership so began business, 50,000*l.* had not been paid up," the defendants pleaded "that on the day when the said partnership so began business, the sum of 50,000*l.* had been paid up pursuant to the provisions of the said letters-patent in that behalf." And as to the last suggestion respecting the certificate, the defendants by their thirteenth plea plead, "That at the giving of the said certificate, one-half of the said capital had been subscribed for, and the sum of 50,000*l.* had then been paid up, pursuant to the provisions of the said letters-patent in that behalf."

The issues on these three pleas were found for the Crown, and the propriety of that verdict is not questioned; but we are called on to arrest the judgment on the alleged insufficiency of the declaration in *scire facias*.

It was hardly questioned by the counsel for the defendants, that the declaration as framed would have been sufficient, had it not been for the proviso in the charter declaring, that in case the corporation should not comply with the directions and conditions contained in the charter, it should be lawful for the Crown, by any writing under the Great Seal or under the Sign Manual, to revoke and make void the said charter, and every clause, matter, and thing therein contained, either absolutely, or under such terms and conditions as Her Majesty should think fit. There seems to be no doubt whatever that without this proviso, it would have been competent either for the Attorney-General *ex officio*, or for a private prosecutor, having obtained the fiat of the Attorney-General for this purpose, to have proceeded by *scire facias* with a view that the letters-patent might be cancelled on the suggestions above stated. According to the authorities cited at the bar, and many others which might be cited, respecting the rules for construing the grant of the Crown, this *scire facias* shows a breach of condition on which the charter was granted. The corporation was created by the Queen, subject to the directions and provisions in this Her Majesty's Royal Charter. Her Majesty then goes on to direct that half of the capital shall be subscribed for within twelve calendar months, and the sum of 50,000*l.* at the least, shall be paid up within such period; and the partnership shall not begin business until there has been a true certificate of three of the directors, that one-half of the capital has been subscribed for, and 50,000*l.* have

been paid up. *These are conditions subsequent for the breach of which the charter may be annulled and cancelled. The scire facias suggests a breach of these conditions, and further goes on to allege gross misconduct on the part of the directors, that they knowingly signed a false certificate, stating that one important condition had been performed, which they had broken; and the alleged breach of the condition, and the alleged misconduct, must be considered as established by the verdict of the jury.* Therefore, if the proviso does not restrain, instead of adding to the powers of the Crown, there is surely ample ground for the judgment, that the letters-patent be annulled and cancelled.

It is laid down by all the writers of authority, that if letters-patent under the Great Seal have been granted on any false representation by which they are void, or if after the grant there has been a breach of any condition subsequent whereby they are voidable, the prerogative writ of *scire facias* to repeal them may be sued out either directly by the Crown, or with the consent of the Crown on the relation of an individual who may be the relator; and, in subsequent proceedings, it is wholly immaterial whether the *scire facias,* which in all cases must be in the name of the King, is issued with or without a relator. But the defendant's counsel strenuously and powerfully contended, that regard being had to the proviso in this charter for a proceeding, by uniting under the Great Seal, or under the Sign Manual, in case the corporation should not comply with any of the directions and conditions contained in the letters-patent, either that *scire facias* cannot be brought, or at all events that *scire facias* cannot be brought until the Queen has revoked the letters-patent, by writing under the Great Seal or Sign Manual. And this declaration in *scire facias* is defective in not containing an allegation that there has been such a revocation.

After a very attentive consideration of the charter, I am of opinion that the proviso in no respect limits the power of proceeding by *scire facias,* which would otherwise have existed; and that it only gives a cumulative or additional remedy, by enabling the Crown in a summary manner to revoke the charter, or to modify it. The supposition that it takes away all power to proceed by *scire facias* to have the letters-patent cancelled cannot possibly be sanctioned; that, indeed, was nearly abandoned during the argument, the chief reliance being placed on the proposition, that before proceeding by *scire facias,* the Crown was bound to revoke the letters-patent by writing under the Great Seal or Sign Manual; and that the declaration in *scire facias* should have averred such a prior revocation. We are called upon to say, that the Crown by the proviso instead of increasing its power imposed upon itself a disability to proceed by *scire facias,* without first revoking and making void the charter by writing under the Great Seal or Sign Manual. In the first place it is very difficult to imagine how such proceeding to cancel letters-patent would be conducted, and no instance of such a proceeding can be discovered, although a similar power of summary revocation has been contained in all letters-patent granted for inventions since the passing of the Statute of Monopolies. It is admitted, that by equivocal words the power of the Crown cannot be abridged; but it was argued at the bar, that the construction of the defendants protects the power of the Crown, by preventing private prosecutors from repealing a charter under a *scire facias* from unintentional and immaterial breach of a condition which the Crown would be willing to overlook.

This argument seems to me to be founded on the fallacy, that any of the Queen's subjects may, at pleasure, sue at *scire facias* to repeal letters-patent. No such *scire facias* can be sued out without the consent of the Crown, given through the agency of the Attorney-General. Although I myself had the honour to fill the office for more than seven years, I will not venture to rely on my own knowledge of the Attorney-General's authority, or my own recollection of the manner in which it is exercised. In the 2nd Williams' Saunders, page 71, note 4, where the decisions upon *scire facias* to repeal letters-patent are collected, it is laid down that no *scire facias* can be sued out in this case until the Attorney-General grants his *fiat* to take it out. In Mr. Campbell Foster's valuable book on *scire facias,* he thus states the practice. The prosecutor, or his solicitor, having prepared a draft of the writ, must lay a fair copy of it before the Attorney-General, together with a statement of the facts on which it is founded, in order to obtain his *fiat,* which must be filed in the Petty Bag Office to authorise the issuing of the writ and without which the writ cannot be sealed. It has been the practice of Attorneys-General only to grant the requisite

fiat to enable the prosecutor to sue in the name of the Queen, on condition that he enters into a bond of indemnity, to be taken in the name of the clerks of the Petty Bag, with two sufficient sureties, and for such sum as the Attorney-General shall name, to pay to the patentee the amount of his costs, taxed as between attorney and client, if the action against him shall fail."

Mr. Hindmarsh, in his Treatise on Patents, adds: "This security was first required and given by Sir Archibald Macdonald, when he was Attorney-General, about 1790, the amount of the bond then required being 500*l.*, but since 1836, when Sir John, now Lord Campbell, was Attorney-General, the amount has been 100*l.*, in ordinary cases; the amount of bond in other cases is entirely discretionary in the Attorney-General, who will, in extraordinary cases, order security to be given to a sufficient amount to cover the probable extent of the defendant's costs in defending the action. The statute of the 11th and 12th Victoria, chapter 94, section 26, requires the name of the prosecutor to be inserted in the writ of *scire facias*, but with a proviso, 'that nothing in this Act contained shall authorize the issuing of any such writ of *scire facias*, without the *fiat* or leave of Her Majesty's Attorney-General.' It likewise appears by these books of practice, that the defendants may be heard to show cause before the Attorney-General previously to the *fiat* being granted, and that after the *fiat* has been granted, and *scire facias* has been sued out by the relator, the Attorney-General reserves a control over the action as he does over an information where there is no relator, and he may order a *nolle prosequi* to be entered as to any suggestion which he thinks is unfairly introduced. Instances of that may be found in Webster's Patent Reports, page 671."

The defendant's counsel then rely upon dicta to be found in the books that this *fiat* is matter of right. It is matter of right to all who are justly entitled to it; but those only are justly entitled to it who suffer a prejudice by the letters-patent, and a breach of the condition on which they have been granted. No *mandamus* would lie to the Attorney-General to grant his *fiat* for *scire facias;* if he were improperly to withhold it, he might be questioned in Parliament, and he would be punished for his misconduct. But upon such a complaint being brought forward against him, if he could show that the applicant had no interest in the subject-matter, or was only actuated by spleen or malevolence, and that it was for the public advantage the letters-patent should not be assailed, instead of being punished, he would be applauded.

It is then said extreme hardship would arise to this Company, and other Companies incorporated in the same manner, if *scire facias* actually to cancel the charter, were to issue for the breach of some unimportant condition, instead of the milder power being exercised of altering the charter. We know nothing of what passes before the Attorney-General, when he grants his *fiat* for the *scire facias*, but we must suppose he has duly exercised his power. *It is possible that in this case evidence was laid before the Attorney-General of the gross fraud respecting the false certificate, "That the capital of* 50,000*l. had been paid up;" which is suggested in the scire facias, and which was proved to the satisfaction of the jury, whereby there was a failure of consideration, and the object of granting a charter to work mines abroad, with capital to be subscribed at home, will have been entirely defeated.* At any rate, the possibility of power being abused, is no conclusive argument against its existence, for under every form of Government there must be lodged in certain functionaries discretionary powers, to be exercised under a responsibility for the abuse of them, without allowing the validity of the act done to be judicially questioned. In this case we are bound to presume that the *scire facias* proceeded with the approbation of the advisers of the Crown, and not in contravention of their wish and intention. It seems to me that to construe the proviso giving a power to the Crown summarily to revoke the charter as a restriction on the power of the Crown to proceed by *scire facias*, would be contrary to the rules of law, and to the intention of the parties. The charter may construed so as in all parts to work harmoniously, but supposing the summary power reserved by the proviso is cumulative or additional, leaving the remedy by *scire facias* to remain as if the proviso had never been introduced. The notion of a *scire facias*, after the revocation by writing under the Great Seal or Sign Manual, never seems to have been contemplated, and is wholly inconsistent with the power of modifying the charter; for, upon *scire facias* the judgment of the Court is *quod cancellatur*. That the exercise of the summary power was to be final, is further shown by the

power under the proviso to the Queen, at any period after the expiration of twenty-one years, by writing under the Great Seal or Sign Manual to revoke or make void the charter, or to modify, as she should think fit, without any breach of any condition or any default whatever, and without any possibility of following it up by writ of *scire facias* or by revocation. But these are extraordinary powers, enabling the Crown to put an end to the franchise without *scire facias*, but it was for the grantees to consider whether they would accept a charter reserving powers to the Crown, which, without this express proviso, it would not have possessed at common law. It was argued, however, that the implied power of proceeding by *scire facias* in the usual manner must be understood to have been renounced by the Crown when the proviso to proceed in another manner is expressly mentioned. This argument, if valid, would prevent *scire facias* from being brought to repeal a patent for inventions, at least, until it had been revoked by the Queen, or six of her Privy Council. In such patents there is a proviso, "that if the invention is not new, then, upon signification or declaration thereof, to be made to us, or our heirs or successors, under our or their Sign Manual or Privy Seal, or by the Lords or others of the Privy Council, or any six or more of them, under their hands, then our letters-patent shall forthwith cease, determine, and be utterly void to all intents and purposes, anything hereinbefore contained to the contrary hereof in anywise notwithstanding." This proviso I have copied from Mr. Hindmarsh's book, page 62. The condition, here mentioned, on which the summary power may be exercised, may be considered a condition precedent, the breach of which makes the letters-patent void *ab initio*: but suppose the same power had been reserved for breach of the condition that the patentee shall within a specified time enrol a specification of his invention, the letters-patent would, for this purpose, be identical in their frame with the present; and on this proposition, could it be doubted that a *scire facias* might be brought by the Crown to repeal the letters-patent, on the ground that there had been no sufficient specification of the invention enrolled, although there had been no prior revocation under the reserved power by the Queen or the Privy Council? I cannot find that this summary power ever has been exercised, and letters-patent for inventions have been acted upon and repealed as if they contained no such proviso. But to show what the understanding of the parties has been, I may refer to a section in Mr. Hindmarsh's book, entitled, "Of Revocation of a Patent by the Queen or Privy Council." After the author has pointed out the delay and expense occasioned by *scire facias*, he proceeds: "By this proviso the Queen or her Council may declare the cause of invalidity, and the declaration will, of itself, have the effect of revoking or of avoiding the patent, and, of course, rendering all further proof than the declaration itself unnecessary." The grant of a patent is a matter of grace and favour, and therefore the Crown may annex any condition it pleases to grant. The summary power exercised is considered not to be necessary or ancillary to the *scire facias*, but to leave the power of proceeding by *scire facias* untouched and entire, as if the summary power expressly introduced, had been omitted altogether from the letters-patent. I think letters-patent giving a monopoly for an invention, and letters-patent creating a trading company, if framed in the same manner, must be construed on the same principles. With regard to the former, in practice much more facility is likely to be given to writs of *scire facias*, for if the monopoly is claimed for a manufacture which is not new, every member of the community may be considered as in some measure aggrieved, and entitled to a remedy; but there may be conditions contained in letters-patent creating a trading company, in which hardly an individual in the kingdom has the slightest interest, a breach of which, therefore, can afford no reason for the Crown consenting to the *scire facias* at the prayer of the relator. In the latter class of cases much more caution is likely to be exercised, and we may conjecture that the Attorney-General would not grant his *fiat* without consulting the Board of Trade, by whose advice the charter was granted. But a *scire facias* having proceeded, I am of opinion that, in point of law, the reserved summary power of revocation is equally to be disregarded with respect to both classes of letters-patent.

I beg particularly to draw attention to the concluding clause of the charter, which was mentioned by my brother Coleridge: "Provided always, and we do hereby direct and declare, that this our Royal charter is granted upon this express condition, that the said partnership hereby incorporated shall at all

times during the continuance of the said corporation, abide by and conform to all and every the directions which may be given to the said corporation by any of the Principal Secretaries of State, of us, and our heirs and successors, as regards the intercourse and dealings by the said Company with any foreign State or Power."

Now, suppose the *scire facias* had alleged a flagrant breach of this express condition, whereby the friendly relation between this country and a foreign State had been disturbed, would the declaration still have been bad for not stating a revocation under the Great Seal or Sign Manual? There seems to be no doubt that for a breach of this condition the Attorney-General might at once have proceeded by *scire facias;* and between express and implied conditions in Royal grants hitherto no distinction has been made as to the remedies of the Crown.

I would further observe, by the construction of this charter, which seems to me to be the right, that the Queen cannot be deprived of the power of revoking the charter under such terms and conditions as Her Majesty may think fit, for the consent to the *scire facias* might have been refused with a view to such a proceeding; we are bound to believe that no modified revocation of the charter under the Great Seal or Sign Manual has ever been in contemplation; and on the contrary, that it is the wish of the Crown, for reasons set out in the writ of *scire facias* running in the Queen's name, and that the charter should be absolutely annulled and cancelled.

I have only further to observe, in answer to an observation urged by the defendant's counsel, that I do not consider the fiat of the Attorney-General any exercise of the power of revocation, and that my opinion rests upon this principle, that so far as the proceeding by *scire facias* is concerned, the charter is to be construed and acted upon exactly in the same manner as if the summary power of revocation mentioned in it was annulled.

For these reason, I concur in the opinions expressed by my brother Wightman. As my brother Coleridge and my brother Erle are of a contrary opinion, so that the Court is equally divided, I presume that the rule will drop, and judgment will be given for the Crown. But I have the satisfaction to think that a writ of error may be brought upon it, and if it be erroneous, it will be reversed by a court of superior jurisdiction. It is laid down in some of the books, that there is no writ of error upon a judgment in *scire facias*, but that is clearly wrong. We have had a recent instance of Binner and the Queen, in which that power was acted upon, so that there will be the utmost facility of bringing the case before another tribunal.

Against this judgment, the Directors of the Eastern Archipelago Company appealed. The case occupied the whole day in the arguments, and the following judgments were delivered in the Exchequer Chamber on the 22nd day of November, A.D. 1853.

See 9 Queen's Bench Report 523.

Westminster Hall, Tuesday, November 22, 1853.

Court of Error, Exchequer Chamber.

The Eastern Archipelago Company v. *the Queen.*

Before Lord Chief Justice Jervis, Lord Chief Baron Pollock, Mr. Baron Parke, Mr. Justice Cresswell, Mr. Baron Platt, Mr. Justice Williams, Mr. Justice Talfourd, and Mr. Baron Martin.

Judgment.

Mr. Baron Martin.—This is a writ of error, upon a judgment of the Court of Queen's Bench, in an action of *scire facias*, at the suit of the Crown, on the information of Sir James Brooke, wherein it was prayed that certain letters-patent of incorporation, granted to the Eastern Archipelago Company, should be annulled, and the letters-patent restored to the Court of Chancery to be cancelled.

The writ sets out the letters-patent, dated the 17th of July, 1847, whereby, after reciting that "it had been represented to Her Majesty that certain persons had agreed to subscribe a capital of 200,000*l.* to be divided into 2,000 shares of 100*l.* each, and to form a Company or partnership, called 'the Eastern Archipelago Company,' for the purpose of purchasing, and dealing, and making profit with land, and the produce thereof, in the Island of Labuan, and the lands adjacent, and of raising coal, minerals, and metals, and of trading and trafficking with the inhabitants of the said island, and of exporting therefrom its produce, and importing thereto such articles as the Company thought proper;" and that the said persons had besought Her Majesty to grant them her Royal charter. Her Majesty granted to the said persons, and to such others as might be members of the said Company, and should hold shares therein of not less than 100*l.* each, that they should be a body politic and corporate, by the name of "the Eastern Archipelago Company," for the purposes beforementioned, and by that name should sue and be sued, but subject to the directions and provisions in the said charter contained. The charter then proceeded to direct that a Court of Directors should have power to enter into all contracts, and to do all acts which they should consider necessary for the well-ordering the affairs of the corporation, and to execute all powers in relation thereto, and to bind the corporation as if the same was done by the whole body, so as the same was done in conformity with the charter, and of the deed or deeds to be thereafter executed. The charter then proceeded to provide for the custody of the Common Seal, and to authorize the purchase of land in mortmain, and proceeds thus:—"And we do hereby further direct that the sum of 100,000*l.* at the least, being half of the aforesaid capital of the said corporation, shall be subscribed for within twelve calendar months from the date of these presents, and that the sum of 50,000*l.* at the least shall be paid up within such period." The charter then proceeded to provide for the execution of a deed of settlement, and the deposit of a copy thereof with the Board of Trade, and proceeded thus:—"And we do hereby further direct that the said partnership shall not begin business until it shall have been certified to the President of the said Board of Trade, by at least three of the Directors of the said Company, that at least half of the capital before mentioned had been subscribed for, and the said sum of 50,000*l.* at the least paid up, and such certificate of the said Directors to be indorsed on the said charter."

The charter then proceeded to provide for the increase of the capital of the Company, and the borrowing of money, and proceeds thus:—"Provided always, and we do hereby will and declare, that in case the said corporation shall fail to enter into and execute such deed of settlement as aforesaid, and to deposit a copy thereof within the period before limited in that behalf, and subject as aforesaid, or in case the said corporation shall not comply with any other the directions and conditions in this our letters-patent contained, it shall be lawful for us, our heirs or successors, to revoke and make void this our Royal charter, and every clause, matter and thing therein contained, either absolutely or under such terms and conditions as we or they shall think fit." Then there follow provisions for the revocation of the charter by the Crown, for the dissolution of the Company by their own act; for the enrolment of the deed of settlement in the Court of Chancery, and for the recognition of the charter by all courts and persons, and it proceeds thus:—"Provided always, and we do hereby express and declare, that this our Royal charter is granted upon the express condition that the said partnership hereby incorporated shall at all times during the continuance of the said corporation abide by, and conform to, all and every the directions which may be given to the said corporation, by any one of the Secretaries of State of us, our heirs and successors, as regards the intercourse and dealings by the said Company with any foreign State or Power."—And the charter concluded in requiring all Governors, &c., to give full force and effect to the said letters-patent.

The writ then proceeds to aver various alleged breaches of the charter, and amongst others, that the sum of 50,000*l.* of the capital of the Company had not been paid up within the period of twelve calendar months from the date of the charter, and that, although the Company began to trade upon a certain day, namely, the 30th of June, 1849, yet at that time the 50,000*l.* had not been paid up, and nevertheless it had been certified, in the manner directed by the charter to the President of the Board of Trade, by the Directors of the Company,

that the sum of 50,000*l.* had been paid. Whereas, at the time of making the certificate, it had not been so paid, as the Directors well knew.

The defendants below pleaded several pleas, the issues upon which, with the exception of those upon the 5th, 10th, and 13th pleas, were found for them.

The 5th plea traversed the averment that the 50,000*l.* had not been paid up; the 10th, the averment that at the time the Company began to trade, the 50,000*l.* had not been paid up; and the 13th, the averment that, at the time of giving the certificate of the 50,000*l.* having been paid, that it had not been so paid. There was no plea or traverse as to the averment of the Directors' knowledge that this sum had not been paid. The issues upon these three pleas were found for the Crown.

A motion was made on behalf of the defendants in arrest of judgment, and after argument, the Court of Queen's Bench were equally divided in opinion, Mr. Justice Erle and Mr. Justice Coleridge being in favour of the defendants, and Mr. Justice Wightman and the Chief Justice in favour of the Crown.

The judgment, therefore was not arrested, but was given for the Crown, and upon it the present writ of error has been brought.

The facts which appear upon the record, and upon which our judgment is to be given, are very short and simple. The Crown granted, and the defendants accepted, the charter set forth in the writ; and the defendants, in breach of clear directions contained in it, began business before 50,000*l.* of the capital had been paid up; and the Directors falsely certified, by indorsement on the back of the Charter, to the President of the Board of Trade, that this sum had been paid, they knowing at the time that it had not, and that their certificate was false. The judgments of the Judges are reported in 1st Ellis and Blackburn, p. 324, and the following pages. Mr. Justice Erle and Mr. Justice Coleridge were of opinion that the proviso in the charter, which declared, "In case the defendant should fail to enter into, and execute, a deed of settlement, and deposit it as directed; or in case they should not comply with any other of the conditions contained in the letters-patent, that it should be lawful for the Crown, by any writing under the Great Seal or under the Sign Manual, to revoke and make void the charter, either absolutely or under such terms and conditions as the Queen thought fit," was a condition properly so called; and that the provisions whereby the Crown prescribed that the sum of 50,000*l.* should be paid up within twelve months from the date of the charter, and that the defendants should not begin business until it had been certified to the President of the Board of Trade that it had been paid, were directory only, and not of themselves conditions; and that in order to avoid the charter, and subject it to be annulled and cancelled by the judgment of a court of law, it was necessary that the Crown should, by writing under the Great Seal or the Sign Manual, declare the charter to be void; and inasmuch as it was not averred in the writ that the Crown had done so, the judgment ought to be arrested. On the other hand, Mr. Justice Wightman and the Chief Justice were of opinion that these two matters, which were called directions, were in legal construction conditions, and that the proviso above mentioned was cumulative, and added to the power of the Crown, by enabling it, upon a breach, at once, of its own mere motion, to declare the charter void, without the necessity of issuing any *scire facias*, and thereon obtaining the judgment of a court of law. And it seems to have been thought that, even supposing it was essential that the will of the Crown to avoid the charter should be shown to exist, it was sufficiently so shown, inasmuch as the *scire facias* could not have issued without the fiat of the Attorney-General.

In the argument before us it was strongly urged on behalf of the Company, that upon error that the several matters so directed to be done could not of themselves be considered conditions. It was alleged, and, as it seems to me, with truth, that no case or authority was cited on the part of the Crown to show that in grants by the Crown clauses so worded had ever been so constructed. And that, by the application of the maxim, *expressio facit cessare tacitum*, it was proved conclusively by the proviso, which provided for the revoking of the charter by the Crown, either absolutely or upon terms, that the preceding clauses of themselves could not possibly be deemed conditions. It was contended that such a construction would be utterly inconsistent with this proviso, and that the charter itself, which contained another condition properly so called, namely, that for the conformity of the Company to the direction of a Secretary of State as regarded their intercourse and dealing with foreign Powers, proved that the

directory clauses were not conditions, or intended to be so; and it was also very strongly urged, that to hold these directions to be conditions would be a most violent and unjust construction of the Crown's grant; and that the true mode of construing such a grant is to take in its usual and ordinary meaning, and according to the intent of the Crown, as appears by the words of the charter, and the case of Alton Wood's 1st Reports, 26 B, was cited in support of this view of the case. It was also contended that the fiat of the Attorney-General for the issuing of the writ of *scire facias* was not equivalent to a writing under the Great Seal or under the Sign Manual, or any evidence that such writing had issued, or, indeed, any evidence of the Queen's will at all. That it was true that a *scire facias* could not properly be issued out of the office without the Attorney-General's fiat, so neither could a writ of error in criminal cases without a similar fiat; but it was urged that the necessity for this fiat has nothing to do with the will of the Crown, but was merely a provision to prevent frivolous and vexatious writs of *scire facias* or of error; and that when reasonable cause exists, both those writs were of right. This view of the nature of the Attorney-General's fiat seems to me to be in accordance with what is stated in Blackstone's Commentaries, vol. iv, p. 385, where it is said, "That a writ of error in a criminal case is not to be allowed, of course, but on sufficient probable cause shown to the Attorney-General, and then they are understood to be grantable of common right and *ex debito justitiæ*;" so also in The King *v.* Wilks, 4th Burrow, 2551, Lord Mansfield explains that a writ of error in a criminal case cannot issue without the fiat of the Attorney-General, who always examines whether it be sought merely for delay, or upon a probable error; and he stated the meaning of the ten Judges in The Queen *v.* Paty, 3rd Salkeld, 503, to be that the writ was not a writ of course, but that when there was a probable error it ought not to be denied; and this is in precise conformity with what is said in Sir Oliver Butler's Case, 2nd Ventris, 344, in respect of the writ of *scire facias* to repeal a patent, namely, that where a patent is granted to the prejudice of the subject, the King is of right to permit him, upon his petition, to use (the King's) name for the repeal of it in a *scire facias* at the King's suit. The issuing of writs of *mandamus* and *quo warranto* by the Court of Queen's Bench seems also analogous. These writs are not issuable of course, that is, an individual cannot go to the office and demand them, he must first show to the Court reasonable cause for their issuing; but upon showing such cause the Court is bound by the law to grant them, and they are *ex debito justitiæ* in the sense that the Court would act contrary to law if under such circumstances it refused to permit them to issue; it was therefore contended that the issuing of the fiat by the Attorney-General amounted to nothing more than intimating his opinion that the writ of *scire facias* was not for purposes of vexation or oppression, but *bonâ fide*, and in order to obtain the decision of a Court of Law upon a real question in controversy. It was also urged, that there was no difficulty in the construing of the charter, if the provisions in question were deemed to be directory only, and that it would be a very lavish construction of a charter of the Crown to hold that although all possible care had been taken to comply with its provisions, and the Directors had every reason to believe that the 50,000*l.* was paid up when they began to trade, yet if, by an unavoidable and unexpected accident, a small sum was deficient, that therefore the charter was wholly void; and, again, if the Directors, honestly believing that the 50,000*l.* had been paid up, had, with perfect *bonâ fides*, given a certificate to this effect, when, through an accident, a trifling deficiency to the extent even of a single farthing existed, then, if these provisions were really conditions, the charter was gone; whilst, if the ordinary natural construction was given to the charter, these provisions would be considered to be directory only; and although the Queen might, if she thought fit, give to them the effect of conditions, and by reason of the non-compliance with them, by writing under the Great Seal or the Sign Manual, revoke the charter, and make it void; nevertheless, the mere non-compliance of itself would not have this effect, and that by this construction the Crown would at once keep in their own hands the means of enforcing obedience to the charter, and at the same time prevent the destruction of it by reason of slight and unintentional deviations from it. If I thought that the decision of the case depended upon the correctness of the argument to which I have just referred, I would be very strongly inclined to concur in it; but a view of the case, which, so far as I can collect, was not under the consideration of the Court of Queen's Bench at all, has been submitted to us, namely, that quite independent

of the peculiar wording of the charter, and whether the provisions contained in it be directions or conditions, that there appeared upon the record that there has been such an abuse and misuser of the privileges conferred by the charter as entitled the Crown to have it annulled, and the argument of the learned counsel on behalf of the Crown has satisfied me that this is the correct legal conclusion upon the facts appearing upon the record.

I find it laid down that a corporation may be dissolved for either of these two causes, misuser or abuse; and that there is a tacit or implied condition annexed to all such grants as the present that they shall not be misused or abused; and that if they be, that the charter or franchise is forfeited. In the Queen *v.* the City of London, in "Skinner," p. 310, Lord Holt lays down, in regard to a corporation or body politic to which a trust is annexed, that any mal-administration of it is a cause of forfeiture, and that it may therefore be dissolved; and, again, in the City of London *v.* Vanacre, in "12th Modern," 271, the same eminent judge states that all franchises are granted upon condition that they shall be duly executed according to the grant, and if the parties to whom they are granted neglect to perform the terms of the patent, it may be repealed by *scire facias.* In "Comyn's Digest," title "Franchise," G. 3, p. 375, it is stated that a franchise or a corporation may be forfeited by breach of the trust upon which they were granted, and perversion of the end of the grant or institution. And Mr. Justice Blackstone, in his "Commentaries," vol. iv, p. 473, lays it down that a charter is forfeited by abuse of its franchise, in which case the law judges that the body politic has broken the condition upon which it was incorporated, and therefore the incorporation is void. It seems to me that this is the consequence which the law attaches to misuser or abuse of a charter of incorporation, and that the Crown could not legally grant a charter with a proviso, that in the event of a misuser or abuse, it should be reserved to the Crown of itself only to revoke or make void the grant either absolutely or upon terms. In my judgment the law intervenes upon the misuser or abuse of a charter, and that it therefore becomes voidable; and that the Crown has no power to intercept the operation of the law upon it. Slight deviations from the provisions of a charter would not necessarily be either an abuse or a misuser of it, and therefore be no ground for its annulment, although it would be competent for the Crown by apt words to make the continuance of the charter conditional upon the strict and literal performance of them.

The authorities to which I have referred have quite satisfied me that, quite independent of the question whether the provisions in the charter be in the nature of directions or conditions, properly so called, if there has been a misuser or abuse of it, it therefore became subject to be annulled by the judgment of a competent court of law, and that the real question in the present case is, does there or not appear on the record that there was such conduct on the part of the directors (being the managing body of the Company) as amounted to a misuser or abuse of the charter? and, after the best consideration I can give to the question, I think it does so appear.

The charter was for the purpose of enabling a corporation to trade; and it provided that before any trading was commenced, 50,000*l.* of the capital should be paid up, and a certificate to that effect delivered by the directors to the President of the Board of Trade. These provisions were, in my opinion, of the utmost importance; the actual payment of so large a sum as 50,000*l.* was eminently calculated to prove the honesty and *bonâ fides* of the enterprise, and to justify the Crown in granting to certain individuals the extremely valuable privilege of trading with a limited responsibility, without conferring upon them a very considerable advantage over the other of its subjects who might engage in the same trade. It would also afford to persons entering into contracts, and doing business with the Company, a present and tangible fund for the performance of its engagements, and the certificate to the Board of Trade would naturally satisfy every one that this sum had been really paid up. *Now, the record shows not merely that this sum was not paid when the Company began to trade, but that the directors knowingly delivered to the President of the Board of Trade a false certificate that it had been so paid. In my opinion, such conduct amounted to a gross abuse and misuser of the privileges conferred by the charter,* and that, quite independent of the form of language in which it is framed, the corporation so conducting itself by its governing body forfeited the franchise conferred upon them. It was a proceeding in direct defiance of the provisions

of the charter, accompanied by a wilful false statement to the President of the Board of Trade in regard to a matter which the charter required to be stated with truth. I have had some doubt whether the misuser or abuse should not have been distinctly, and in terms, averred in the writ as such; but, after much consideration, I am satisfied that this a matter of law, to be taken judicial notice of by the Court; and as it appears upon the record that the Company commenced trading without 50,000*l.* being paid up, and that the directors falsely, to their own knowledge, certified to the President of the Board of Trade that it had been paid, I think I am bound to take judicial notice of these facts; and they, in my judgment, constitute such an abuse and misuser of the charter, in point of law, as to entitle the Crown to have it declared forfeited and repealed by *scire facias*.

For these reasons, I am of opinion that the Crown is entitled to the judgment of this Court, and that the judgment of the Queen's Bench ought to be affirmed.

Mr. Justice Talfourd.—Two principal questions are raised in this case: the first is, whether the directions of the patent granted to the defendants, that the sum of 50,000*l.* at the least shall be paid up within twelve calendar months, and that the Company shall not commence business until three of the directors shall have certified to the President of the Board of Trade that one-half of the capital has been subscribed for, and 50,000*l.* at least paid up, which was alleged to have been disobeyed by the commencement of business by the Corporation before the payment of the stipulated sum, and by the certificate of the directors certifying the conscious falsehood that such payment had been made, are conditions on the breach of which a *scire facias* would lie, if the charter had contained no express provision for its avoidance on such a violation: and secondly, if they are such conditions, whether the right of the Crown to avoid a charter by the Prerogative writ of *scire facias* is, by virtue of the proviso enabling Her Majesty to revoke the charter by writing under the Great Seal or Sign Manual for non-compliance with any of the conditions expressed in it, suspended after the revocation by such summary proceeding. I think the directions which have been so violated are conditions in respect of which a *scire facias* may be brought in the ordinary way by a relator, with the sanction of the Attorney-General's fiat, and that the special power of revocation does not suspend the constitutional remedy; and, consequently, the present declaration is good, without alleging a special revocation by the Crown. The answer in the affirmative to the first of these questions seem to be scarcely disputed by the learned judges, who, in the Court below, expressed themselves favourable to the motion in arrest of judgment, and the elaborate judgment of Mr. Justice Coleridge proceeds on the concession that the directions are in the nature of conditions, for the breach of which, in the absence of a special provision, a *scire facias* might be supported; and when regard is had to the language in the grant, "subject to the directions and provisions in our royal charter contained," and also to the language of the proviso relied on by the defendants, purporting that the special powers of revocation may be applied to the breach of the directions and conditions in the charter contained, there being, if these be not conditions, no others, it seems to be clear such interpretation is right; and if so, the whole case resolves itself into the simple question, whether the special power of the summary revocation must be exercised before the *scire facias* can be maintained, for the breaches alleged in this declaration, and found by the jury. This question involves the consideration whether, supposing such intention to be manifested by the proviso, it is a purpose which it was competent for the Crown to effectuate, or whether the attempt would not be beyond the legitimate exercise of the prerogative, involving a partial revocation of powers which are in truth for the protection of the rights of the subject, although bearing the name of prerogative, and substituting for the constitutional power so relinquished a novel species of arbitrary discretion. But it is not necessary, in the view I take of the case, to determine whether the maxim "*non potest rex gratiam facere cum injurio et damno aliorum*," 3rd Institute, 236, applies to the discretion supposed to be assumed by the Crown in this charter. It is sufficient for the argument, in my view of it, to contend that a new restriction on the ancient constitutional remedy by *scire facias*, beyond that employed in the necessity of the Attorney-General's fiat, cannot be implied from doubtful words, but shall be at least clearly and unequivocally expressed. The conditions which, in this case were broken, relate to

rights and liabilities of high public importance, conditions directly affecting the rights of all parties who might deal with the Company in their corporate capacity, on the faith of their having in hand at the time of their commencing business the stipulated subscribed capital of 50,000*l.*, and the truth of the certificate, which, being made, would afford sufficient evidence of the facts certified, directly affects all strangers by its falsehood. Can it be implied that the Crown intended to deprive the parties who might be seriously aggrieved by such misconduct, of their remedy, because it has sought to secure to itself, perhaps inconsistently and ineffectually, a more summary mode of redress? In considering the effect of the conduct of the Directors in certifying falsely to the Crown, I regard the commencement of business without a true certificate as a breach of the express conditions, not as an independent abuse of the franchise; and to certify must, I apprehend, mean to certify truly; therefore, I do not found my opinion on the position which, if the charter were silent on the subject, I should be prepared to maintain, that the falsehood of the certificate was itself an abuse of the franchise that would work a forfeiture of the charter. It was said the proviso for revocation would be inoperative and ineffectual unless it be construed as rendering the special act of the Crown a condition precedent to the subject's remedy; and that one being bound, if possible, so to construe the charter as to give effect to every word of it, we ought to read the proviso apparently as subjecting the grantees to peculiar liabilities, and extending to them immunity and protection. It is, no doubt, difficult to find any sensible interpretation of that part of the proviso which enables the Crown to revoke on condition, for this seems to me almost to amount to a contradiction in terms; but the difficulty would be rather increased than removed, by holding that the *scire facias* is suspended. It may also be difficult to determine the precise effect a separate revocation by the Crown would have, whether it might or not be pleaded by a subject to a proceeding by the corporation still assuming to act; but it may well be that these difficulties were not foreseen, and that the object was to give a summary jurisdiction to the Crown consistent with the ordinary rules of law and practice, and without intending to abolish or suspend the ordinary prerogative remedy. These difficulties may be met by another difficulty which would arise on the enforcement of the special proviso; but as the difficulties arising from either construction have been fully considered by the Chief Justice of the Common Pleas, whose judgment I have had the advantage of reading, I prefer on this part of the case to refer to his arguments as he will state them, than first borrowing them from his judgment, and then anticipating them in less appropriate language. Let it be assumed that the arguments of the convenience of construction urged by the defendants predominate ever so strongly over those which can be suggested for the prosecution, and that the difficulty in construing the proviso into anything sensible be ever so great, I still hold that these difficulties do not justify that violatio nof language which the argument for the defendant requires. The rule that we must, if possible, give effect to all the words of the statute, charter, or instrument, does not extend to the introduction of words which are not contained in it, so as to change a proposition into its converse, which in this case is required.

In order to sustain the arguments for the defendants, we must construe the proviso, as if instead of merely empowering the Crown to revoke in certain modes for certain conditions broken, it had run thus, and thus in fact it must be substantially translated by the defendants: "Provided always, and we do hereby will and declare, that notwithstanding the said corporation shall fail to enter into and execute such deed of settlement as aforesaid, and to deposit a copy thereof within the period before limited in that behalf and subject as aforesaid, and notwithstanding such corporation shall fail to comply with any other of the directions and conditions in these our letters-patent contained, yet these shall remain in full force, vigour, and effect, in no manner annulled by any such disobedience, unless we, our heirs or successors, shall, by some writing under the Great Seal or Sign Manual, revoke or annul this our royal charter, which it shall be lawful for us to do, either absolutely or in such terms and conditions as we think fit."

If the argument for the defendant concedes, as Mr. Justice Coleridge concedes, that without the proviso, *scire facias* would lie for the conditions broken, it must go the full length of contending that the proviso may be read as I have supposed; and I am aware of no authority in which the maxim of

construction requiring that effect, if possible, shall be given to every part of the charter or instrument, has ever been held to work such a transformation as this. It is possible thing that words shall be without meaning, or their meaning shall be too deep for judicial acuteness to fathom; but it does not follow, therefore, that the Court is at liberty to introduce new and different language in order that something which is not expressed may be reasonably construed, because that which is expressed is incapable of a reasonable construction.

For these reasons I think the declaration sufficient without alleging a revocation by the Sign Manual, or under the Great Seal, and that the judgment ought to be affirmed.

Mr. Justice Williams.—The circumstances of this case, and the points on which it ought to depend, have been so fully and clearly explained in the judgment of the Judges of the Court of Queen's Bench, that I do not propose to make any further statement of them; I shall also assume the directions in the charter in question, are, in effect, conditions, for the breach of which the charter would have been forfeited, and that proceedings by *scire facias* would beyond all controversy be sustainable, supposing the charter did not contain any proviso, because in this point of view I believe the Judges of this Court are, and always have been, unanimous. The only question which I shall consider is, whether the ordinary proceedings by *scire facias* are in any way controlled or qualified by the introduction of the proviso, and I am of opinion that they are not. It is contended in support of the writ of error, that they are controlled by the proviso to this extent, namely, that they are not sustainable at all, either by the Crown itself, or by a subject authorised by the fiat of the Attorney-General, unless they have been preceded by a revocation of the charter under the Great Seal or Sign Manual of the Queen. It is unnecessary to give any opinion whether the Crown has the power, after having deemed it proper to insert a condition in a charter, to superadd a reservation that a breach of the condition shall not be followed by its legal consequences, one of which is that the charter may be repealed in the ordinary course of law by *scire facias;* it is enough to say that I think such a reservation, if it be legal, cannot be created unless by express words or necessary implication, and it cannot arise on mere surmise or conjecture. Now, it cannot be argued that the charter contains any express reservation of this kind, and therefore the only question is whether it must necessarily be implied. There are three main grounds on which it has been contended that such necessary implication arises: first, it has been contended that the legal maxim *expressio unius est exclusio alterius,* or, as it is sometimes worded, *expressum facit cessare tacitum,* applies, for the express declaration in the proviso, that in case of non-compliance with the condition, the Crown may revoke and make void, and annul the charter under the Great Seal or Sign Manual, excludes all other modes of revocation or annulment, but this maxim of law is by no means of universal or conclusive application. For example, it is a familiar doctrine, that although where a statute makes unlawful that which was lawful before, and appoints a specific remedy, that remedy must be pursued and no other; yet, where an offence was introduced punishable by common law proceedings as by indictment, and the statute prescribes no particular remedy in case of disobedience, there such particular remedy is cumulative, and proceedings may be had either at common law or under the statute; and accordingly if the intention of the proviso were to give a remedy in addition to that by way of *scire facias,* it is plain that the maxim would be inapplicable, just as in the case of a proviso for revocation of letters-patent for inventions. It is, however, contended, secondly, that the proviso cannot operate as a remedy in addition to that given by way of *scire facias,* and therefore cannot operate at all unless as a condition precedent to that remedy. The proviso I conceive is so worded, that the revocation by writing under the Great Seal or Sign Manual of the Queen would be ineffectual *per se,* notwithstanding the writing affirmed that the corporation had failed to comply with the conditions, and explicitly stated in what the non-compliance consisted. It would be, I admit, necessary, in order to make the revocation by the Crown operative, to prove the truth of the matter so affirmed and alleged, and I will not dispute, though I think the point by no means clear, that non-compliance with the conditions might be relied on, without *scire facias* as a forfeiture in any action in which the validity of the charter was contested, although such revocation by the Crown had not taken place, equally as if it had; but I deny it to be a necessary inference, that the proviso is so framed

that if it could not operate as an additional remedy, that it was not intended so to operate. I cannot believe it was really intended that the Crown was to inquire and deliberate whether the conditions were broken, and after such inquiry and deliberation to affirm, if it deemed it just so to do, such breach had occurred, and to revoke the charter under the Great Seal; and afterwards by reason of a jury not being satisfied that the Sovereign's affirmation were true, that affirmation should be set at nought, and the solemn act of revocation under the Great Seal be regarded as a nullity. This supposition is so improbable, that I think it justifiable to believe that the real intention was, that the act of revocation by the Queen should operate as an addditional remedy, although that intention may have been marred in effect by the inconsiderate mode in which the proviso has been framed. The third and remaining argument in support of the writ of error is founded on the circumstance, that the proviso confers on the Crown authority in case of breach to revoke and make void the charter, either absolutely, or on such terms and conditions as the Crown should think fit; and it is contended that the Crown would be deprived of its discretion, if the subject might repeal a charter absolutely, by proceeding in *scire facias* for the breach of a condition of such a venial nature, that the Crown might think fit to revoke only on certain terms and conditions. But it seems to me that such discretion is conferred on the Crown in the proviso by words only, and not in reality, for no other mode of revocation would—it seems to me—have been practicable, but an absolute one. I confess I am unable to understand what is meant by a revocation on *terms and conditions*, or in what other mode a charter could be modified than by granting a new one. This obscurity affords to me another proof that the proviso was drawn by some one who had not duly considered the subject of it, and another reason for denying from the terms of it, such reservation as is suggested must necessarily be implied. I may add, that such an implication would be in violation of the established and general rule, that affirmative words shall not have a negative operation. For these reasons I am of opinion that the judgment should be affirmed.

Mr. Baron Platt.—In this case a writ of *scire facias*, issued for the repeal of letters-patent, granted by the Crown to John Melville, and others, authorizing the incorporation of the Eastern Archipelago Company; and the letters-patent were dated the 17th of June, in the eleventh year of the present reign, and granted subject to the directions and provisions therein contained, and one of those directions was, that the sum of 100,000*l.*, being half of the amount of the capital, should be subscribed within twelve calendar months from the date of the patent: another, that the sum of 50,000*l.* should be paid up within the same period: another, that the said partnership should not begin business until it should have been certified to the President of the Board of Trade, by a certificate of at least three of the Directors of the Company, that at least half the capital had been subscribed for, and the said sum of 50,000*l.* at least had been paid up. The letters-patent also directed that the grantees and other members, for the time being, of the corporation should, within one year from the date of the grant, enter into and execute proper deeds of copartnership, and lodge acopy of such deed of settlement, within the aforesaid period of one year, with the Board of Trade.

Then the letters-patent contain the following proviso:—"Provided always, and we do hereby will and declare that, in case the said corporation shall fail to enter into and execute such deed of settlement as aforesaid, and to deposit a copy thereof within the period before limited in that behalf, and subject as aforesaid, or in case the said corporation shall not comply with any other the directions and conditions in these our letters-patent contained, it shall be lawful for us, our heirs or successors, by any writing under the Great Seal, or under the Sign Manual of us, our heirs or successors, to revoke and make void this our Royal charter, and every clause, matter, and thing therein contained, either absolutely, or under such terms and conditions as we or they shall think fit."

This proviso is succeeded by the following:—"Provided always, that, notwithstanding anything herein contained, it shall be lawful for us, our heirs or successors, either under our Great Seal, or by writing under the Sign Manual of us, our heirs or successors, at any period after the expiration of twenty-one years from the date of these presents, to revoke and make void this our Royal charter, and every clause, matter, and thing therein contained, or to add such modifications, conditions, or provisions thereto, as we, our heirs or successors, shall think fit."

The *scire facias* suggested, amongst other matters, that the sum of 50,000*l.* had not been paid up within twelve months from the date of the letters-patent; that although the said partnership had begun business, and the said sum of 50,000*l.* had not been paid up, and though the said partnership had begun business, it had not been certified to the President of the Board of Trade, by at least three Directors of the Company, that at least one half of the capital had been subscribed for, and the said sum of 50,000*l.* paid up. The Company, in answer to this suggestion, averred in the fifth plea, that the sum of 50,000*l.* had been paid up within the period of twelve calendar months from the date of the letters-patent. In the tenth plea, that at the time of the partnership beginning business, the sum of 50,000*l.* was paid up. In the twelfth plea, that when the partnership began business, they had certified to the President of the Board of Trade, by three Directors of the Company, that at least one half of the capital had been subscribed for, and the sum of 50,000*l.* paid up; and in the thirteenth plea, that at the time of giving such certificate, the sum of 50,000*l.* had been paid up, in pursuance of the provisions of the letters-patent.

The rest of the pleadings do not affect the question raised by the writ of error. On the trial the jury found on the issues joined on the fifth, tenth, and thirteenth pleas, for the Crown, and on the remaining issues for the plaintiffs in error. The Court of Queen's Bench having on this verdict given judgment for the Crown, it appears to me that only two questions arise,—first, was the payment up of 50,000*l.* within twelve calendar months from the date of the letters-patent, and before the Company began their business, a condition the non-performance of which would entitle the Crown to revoke its grant? Secondly, could the Crown issue a *scire facias* to affect that revocation? With regard to the first question, the letters-patent, by stating specifically in the outset that the grant was made subject to the directions and provisions therein contained, and by afterwards reserving special powers of revocation on the Company's non-compliance with the directions and conditions therein contained, show that the payment of the 50,000*l.* within the period assigned was a condition, the non-performance of which entitled the Crown to revoke the grant. With regard to the second question, it has been insisted that the Crown, by the introduction of the first proviso, had limited its right of cancellation to the two modes therein mentioned. To this I answer, first, that such a limitation, without words expressly excluding other modes of cancellation, cannot be intended; secondly, I answer that the Crown cannot, in derogation of the right of the public, limit and fetter the exercise of the prerogative which is vested in the Crown for the public good. The Crown cannot dispense with anything in which the public has an interest (Hardress, 449), nor make a grant in violation of the common law of the land (2nd Roll's Abridgment Prerogative, in a variety of cases, letter T, 164); thirdly, I say that the context shows that the power and remedies reserved by that proviso were, if they were capable of being exercised and enforced, cumulative. Had the letters-patent ended where the first proviso begins, the grantees would have derived from it a franchise unlimited in point of time, and liable to be determined by a *scire facias* in the event of an abuse of it, or the non-performance of the conditions on which it had been granted. Seeing, therefore, that the Crown had, by the ordinary proceedings in the law, the means of cancellation on the non-performance of the condition, or of the abuse of the powers granted by the patent, and the object of the second proviso was to subject the Company to greater control, I am induced to think that both provisoes were conceived with a similar design, and were introduced, not with a view of abrogating the right of the Crown, but as reserving to the Crown a more extensive summary control over the Company. Upon the whole, therefore, I am of opinion that the payment up of the sum of 50,000*l.* within the twelve calendar months, and before the Company began business, was a condition; and notwithstanding the first proviso, the remedy by *scire facias* remained, and on the whole record that the judgment of the Court of Queen's Bench should be affirmed.

Mr. Baron Alderson.—My brother Cresswell has sent his judgment to me to read for him. His judgment, therefore, is this:—This charter was granted by the Crown for the purpose of incorporating certain parties who then were, or thereafter might, become members of a trading co-partnership, and they were thereby made a body politic and corporate, subject to the directions and provisions of the charter.

The charter contains, amongst other directions, a provision that 100,000*l.*, being half of the capital intended to be raised, should be subscribed for within twelve calendar months from the date of the charter, and 50,000*l.* paid up within that period; that a partnership deed should be executed, providing for the management of the concern, and a balance-sheet to be produced at the annual meeting for the purpose; and further, that the partnership should not commence business until it should have been certified to the President of the Board of Trade, by at least three of the Directors of the Company, that at least 50,000*l.* had been paid up and subscribed (which of course means that the certificate should have been true). Of these directions, which in this charter must be treated as conditions, some appear to have been framed with the object of protecting the shareholders, and others for protecting the public. The clause prohibiting the commencement of business until the capital, to a certain extent, had been paid up, is of the latter description, and extremely necessary for that purpose, inasmuch as the creditors of this incorporated copartnership would have no remedy against the members, but against their corporate property alone. If, therefore, the corporation, under colour of their charter, began to trade before they were authorized to do so, it was an abuse of their charter, and worked a forfeiture, and rendered them liable to have it cancelled by means of a *scire facias*. In the case of the abuse of a franchise, the subject, *ex debito justitiæ*, is entitled to a *scire facias* to procure the cancellation of it. Every franchise granted by the Crown is subject to the implied condition, that it shall be used according to the grant; if it be used otherwise, the franchise is forfeited. Here, the franchise, being to a corporation, that the trading was to be exercised when the capital of 50,000*l.* had been paid up, without any express condition, would be subject to the implied condition that they should not trade otherwise; and their trading as a corporation, when not authorized to do so, would be an abuse of their charter. If the question in this case had rested simply on the ordinary consequence of an abuse of the charter, or the breach of an express condition, I am not aware that there would have been any difference of opinion; all would have argued that the charter was forfeited, and might be repealed by *scire facias* issued by the Attorney-General acting for the Crown, at the instance of the subject aggrieved. But it is contended that the proviso introduced afterwards, takes away both from the Crown and the subject the right to proceed in that mode. "Provided always, and we do hereby will and declare, that in case the said corporation shall fail to enter into and execute such deed of settlement as aforesaid, and to deposit a copy thereof within the period before limited in that behalf, and subject as aforesaid; or in case the said corporation shall not comply with any other the directions and conditions in these our letters-patent contained, it shall be lawful for us, our heirs and successors, by any writing under the Great Seal or under the Sign Manual of us, our heirs and successors, to revoke and make void this our Royal charter, and every clause, matter, and thing therein contained, either absolutely, or under such terms and conditions as we or they shall think fit." It certainly does not take away any right of the Crown in terms. In other instruments, as well as in Acts of Parliament, the distinction between the operation of affirmative and negative words is well known. Thus in the 1st Institute, 115 A, we read, "There is also a diversity between an Act of Parliament in the negative and in the affirmative;" and again, in the 2nd Institute, 200, "It is a maxim in the common law, that a statute made in the affirmative without any negative, express or implied, does not take away the common sense."

Let us see whether any negative is to be implied in this charter. The proviso affects to *confer* a power, not to take any away. The words are affirmative only, and the maxim *expressio unius est exclusio alterius* is not applicable. Where an Act of Parliament, deed, or other instrument uses language large enough to comprehend several things, and then specifies one of them, that may exclude the presumption that it intended to include any other; but the right to issue the *scire facias* to repeal a patent, rendered void by abuse of a condition, does not arise out of any expression in the instrument; it is given by common law: and the maxim will equally apply to provisoes always introduced into patents for inventions, enabling the Crown, in certain cases, to revoke by a declaration under the Privy Seal.

And there is no foundation for the argument on behalf of these defendants, unless the charter is read thus: "Provided, if any of the conditions contained

in the charter be broken, although such breach may involve an abuse of the franchise granted, it shall not be avoided or repealed by *scire facias*, unless the Queen, under her Sign Manual, declares her pleasure that it should be so." This would be altering the charter, not construing it; and so reading it, it would be in contravention of the principle fully recognised in the Earl of Cardigan *v.* Armitage; and, to make words giving an express limit to the right, have the effect of controlling and limiting that which would otherwise exist, they must be very plain. Nor can I discover any reason why the Crown should protect patentees from forfeiture for abuse of the franchise by an Act expressly prohibited, and leave all other abuses liable to be dealt with according to the course of common law. But it is said such alteration is necessary in order to give some operation and effect to the proviso. If it had been held to operate, so as to enable the Crown to decide, without being liable to questions, that the patent is or shall be void, it would have been clearly cumulative, and the two powers might have well stood together.

I am much disposed to think that the framers of the charter intended to confer that power, although they may have failed to accomplish it. But if the Queen could not decide absolutely, and without the liability of dispute, that the conditions had not been fulfilled, still she might effectually revoke, by a declaration under the Privy Seal, if a case for revocation within the proviso had arisen, and a *scire facias* for that purpose would not be necessary, and any subject might, in any legal proceeding, avail himself of such revocation by proving a breach of the conditions; and in this case, also, the proviso would not be inoperative. If it were not so, the clause, instead of giving any new power, would only clog and impede the proceedings of the Crown, by rendering the revocation under the Privy Seal necessary as a preliminary proceeding to the issuing of the *scire facias*.

But on behalf of the plaintiffs in error, it is said to confer a power to revoke, subject to terms and conditions, which is a new power, which could not coexist with the common law. I confess myself unable to discover what is meant by a revocation, subject to "terms and conditions." If it is to be read as a conditional revocation, or, in other words, that the charter shall be revoked unless certain things are done, that is future only—a threat to revoke, and not a revocation—which threat, in the event of a breach of the condition, might equally have been proved without the clause; and in such case, is the charter to be void from the time when the Privy Seal is affixed, or at the expiration of the time allowed for fulfilling the terms and conditions? If the latter, is a second instrument under the Privy Seal necessary? or must the Crown, by the first, revoke in futurity? It may be urged that the expression may have another meaning, namely, the revocation shall not be followed by the consequences which at common law attach to a revocation. But that, I apprehend, is a power which the Crown could not assume.

Another operation ascribed to this clause is, that the Crown by it obtained the sole power of revoking the charter, which would otherwise have belonged to the subject always; but it would, as it seems to me, be a new doctrine to hold that the Crown, merely by reserving to itself certain powers in a grant to one subject, could take away from all other subjects those rights which by the common law are in their favour annexed to such grant. If it be said that the Queen might have incorporated the Company for trading purposes, without insisting on any capital being paid up, and so that commencing business without capital would be no cause of forfeiture, it seems to me to be a sufficient answer that the Queen has not done so: and that the power of the Crown to grant a charter not subject to conditions, throws no light on the question, whether a charter granted subject to that condition is forfeited by a breach of it; nor does it show that the Queen can grant a patent subject to conditions, and at the same time exempt the patentee from the consequences annexed by the common law to a breach of those conditions?

There are two other meanings, which, as it seems to me, may be ascribed to the proviso, quite as plausible as those already mentioned. One is, to hold it applicable to those conditions or directions which relate to the internal affairs of the Company, and affect its members, and not the public. Then it would indeed give the Queen a new power to revoke, which neither she nor the subject would have enjoyed by common law. The other is, that she may revoke, subject to terms and conditions affecting the property of the corporation, which, upon

its dissolution, would give to the Crown a power which she would either have enjoyed without the clause, or which she could not assume by it—a power, moreover, which she might equally exercise if the patent were repealed by *scire facias* issuing at the instance of the subject. It is unnecessary to give a decided opinion as to the power of the Crown to grant a charter not subject to the rights of the subject, or to contend that it has been forfeited by a breach of a condition in which he has an interest, and which involves an abuse of the charter; for, in my judgment, founded upon the reasons above assigned, the words of this charter do not show that it was intended so to operate.

It has been suggested a great injustice may be done, if this charter should be held forfeited by reason of some frivolous but not substantial condition. If the breach were of that nature, it could hardly be said that the subject was entitled to a *scire facias, ex debito justitiæ:* it might be refused by the Attorney-General, just as he would be justified in the exercise of his judgment in refusing a writ of error in a criminal case; or the proceeding might be stopped by *nolle prosequi*. All we can know on this record is, that the condition has been broken, and the legal consequences of the breach of that condition attach.

For these reasons I am of opinion that the judgment of the Court below must be affirmed.

Mr. Baron Parke.—The questions in this case, upon which our decision must depend, appear to me to be three. First, whether the charter in this case is avoided solely by reason of the non-complionce by the corporation with the direction and directions contained in it, or partly by a matter *dehors* those conditions, and not provided for by them; for if it be for matter *dehors* the conditions, in whole or in part, this proceeding by *scire facias* is certainly right.

Secondly, if it be avoided solely for non-compliance with these terms and conditions, the signification of Her Majesty's pleasure, by writing, under the Great Seal or under the Sign Manual, is a necessary step to the avoidance of the charter in case of a breach.

And, thirdly, if it be so, whether the Crown had power by law to annex such a superadded condition in its charter.

The second question depends entirely upon the true construction to be given to the terms of the charter itself, and is, I think, the material question in the case.

I am of opinion, first, that this proceeding to revoke the charter, is solely for breaches of the directions and conditions contained in it, and not for matters *dehors* the charter; and, secondly, that, according to the true construction of the charter a writing, under the Great Seal or Sign Manual was a necessary step to the avoidance of the charter; and, thirdly, that the Crown could, if it so pleased, impose a superadded condition to the breach of express conditions in the charter, that if the special directions of the charter should not be complied with, and the Crown should signify its pleasure, by writing under the Great Seal or Sign Manual, the charter should then, and then only, be void.

As to the first point, namely, whether the proceeding is for the violation of the directions and conditions of the charter, the three issues found for the Crown, on which the judgment of the Court proceeded, are, first, that the sum 50,000*l.* of the capital of the corporation was not paid up within twelve calendar months of the date of the letters-patent. Secondly, that at the time the partnership began business, 50,000*l.* of the capital had not been paid up. And, thirdly, that at the time of the certificate given by three of the directors of the Company that 50,000*l.* at least of the capital had been paid up, which certificate was a condition precedent to the permission to begin business, that sum had not been paid up.

Now, all these three are violations of the express directions and conditions of the charter, or of a condition which is to be necessarily implied from them, and would have been no cause of forfeiture if the express conditions had not been inserted. The first is for a direct breach of an express condition, or condition contained in the charter, namely, the payment of 50,000*l.* in twelve calendar months; the two last for breaches of a direction or condition implied in the condition or direction, that the Company shall not begin business until it shall have been certified to the President of the Board of Trade by three directors that 50,000*l.* of the capital had been paid up. It is, surely, to be necessarily implied in such a direction or condition that the certificate is a true one; and the non-payment of the 50,000*l.* at the time of the certificate, and at

the time of beginning business, are breaches of the direction or condition not to begin business until after such certificate.

If the charter had been obtained by a false suggestion, or a fraudulent concealment, or a fraudulent representation of the facts, the Crown would have been deceived, and the charter would have been void at common law; and so it would have been, if it had been injurious to the vested interests of other subjects (see "3rd Levintz,"* 221), and so improvidently issued; and this at common law, quite independently of any directions or conditions contained in it. And a *scire facias* would unquestionably have been the proper mode of proceeding, and a legal incident to try the question of the validity of the charter.

So it would, if the charter had been forfeited by neglect or abuse, that being a breach of implied conditions on which the charter was granted, irrespective of those expressly named in the charter. Nor is it necessary to question the proposition contended for by Mr. Willes, that in such cases the *scire facias* being a legal incident cannot be taken away, or, at all events, without express words. That principle would not apply, if the signification of the Royal pleasure were necessary to the avoidance of the charter for breaches of express conditions, and had power by law so to do. In all the cases above supposed, the charter would have been void, whether the express conditions—the breaches of which have been found by the jury—had been violated or not; but both in the present case the fraud on the Crown,† by giving a false certificate, avoided the charter, not on the ground of false suggestion, or as being a matter irrespective of the express conditions, but simply because it was a breach of one of the express conditions or directions in the charter itself, which by its terms makes such breach an avoidance. If these conditions or directions had not been introduced in the charter, the false certificate would have been no cause of forfeiture at all. I am, therefore, clearly of opinion that the charter is not forfeited in this case by matter *dehors* the express terms of the charter; and the only questions therefore are, whether, on the true construction of it, it can be avoided for any breach of condition or disobedience of direction contained in it, except upon the signification of the Royal pleasure, by writing under the Great Seal or Sign Manual; and whether it was competent for the Crown to superadd that condition. I am of opinion in favour of the plaintiffs in error upon both points.

The Charter contains several directions not termed conditions (but nothing turns upon this expression) that 100,000*l.* should be subscribed for in twelve calendar months, and 50,000*l.* at least paid up in that period. That the members shall execute a proper deed of settlement, in which shall be contained certain provisions, with a proviso for dissolution when three-fourths of the capital has been lost.

That the deed of settlement shall be prepared to the satisfaction of the President of the Board of Trade, and a copy deposited.

That the partnership shall not begin business until it shall have been certified to the President of the Board of Trade, by at least three directors, that half the capital has been subscribed, and 50,000*l.* at least paid up, such certificate to be endorsed on the charter, and to be sufficient evidence of the aforesaid provision (meaning, I suppose, of compliance with it); then soon afterwards follows a provision, which I will afterwards state; and then a declaration that when the corporation shall have been dissolved in pursuance of the deed, and all debts discharged, the charter should be absolutely void; clearly showing that the charter distinguishes between conditional avoidance and an absolute one. Then follow directions that the deed shall be enrolled in a year; any supplemental deed and bye-laws within six months from the making; and a direction and declaration that a Royal charter is granted upon this express condition, that the corporation shall abide by and conform to all and every the directions which may be given to it by a Secretary of a State, as regards its intercourse and dealings with the Company by any foreign State or Power. The proviso is as follows: "Provided also, and we also hereby will and declare, that in case the said corporation should fail to enter into and execute such deed of settlement as aforesaid, and to deposit a copy thereof within the period before limited in that behalf, and subject as aforesaid; or in case the said corporation should not

* The King *v.* Sir Oliver Butler, House of Lords.

† It is to be observed, Mr. Baron Parke, the only Judge in the Exchequer Chamber favourable to the legal point urged by the Directors, speaks of the false certificate as a ***fraud on the Crown.***

comply with any other the directions and conditions in our said letters-patent contained, it should be lawful for us, our heirs and successors, by any writing under the Great Seal or under the Sign Manual of us, our heirs or successors, to revoke and make void our said Royal Charter, and every clause, matter, and thing therein contained, either absolutely or under such terms and conditions as we or they should think fit."

If there had not been such a proviso, and the Company had disobeyed any of these directions, such disobedience would have forfeited the charter, and the proper mode of avoiding it would have been by the only proceeding known to the common law, a *scire facias*, in the name of the Crown, in which proceeding the fact of the forfeiture, and its sufficiency in point of law, are tried, and the letters-patent are revoked and cancelled by the judgment of the court. But the introduction of the proviso creates the difficulty. What is its meaning? Is it to give an additional remedy to that which the common law provides, as is contended by the defendant in error, or to provide the only remedy, or rather to annex an additional condition to the common law remedy (for the instrument under the Great Seal or Sign Manual cannot have the immediate effect of cancelling the charter, and a *scire facias* is the only way of effecting that); and is equivalent to saying that the charter shall not be revoked for breach of the express directions, unless the Sovereign indicate his pleasure by writing under the Great Seal, or by the Sign Manual, which is the contest on the part of the plaintiffs in error. I think the view of the plaintiffs in error is correct.

This proviso is the only clause in the charter which provides for the steps to be taken in case of a failure to comply with the directions and conditions in the charter contained; it is silent as to any other, and that silence, I admit, would not necessarily extend the remedy given, by the common law (see an instance in 6th Price, 131, the case of Sharp *v.* Warren). But the remedy given by this charter, if the clause is treated as giving a remedy, is inconsistent with the existence of the remedy at common law. Every subject injured by the violation of the charter, is entitled to the remedy by *scire facias* at common law, for *scire facias* is to be allowed *ex debito justitiæ*. This is expressly laid down in Sir Oliver Butler's case, 3 Ventriss, 244. The Queen *v.* Aires, 10th Modern, 354. The meaning of that is, that he is entitled to it if justice requires it, as a matter of course on the one hand, or as a matter of favour on the other. The Attorney-General who exercises the power of the Crown in this respect has no option; he simply decides the question of *primâ facie* right. We cannot suppose that the Crown meant this right to be continued, since it is inconsistent with the special power reserved to the Crown, and cannot exist at the same time. The clause, therefore, in affirmative words, is an implied negative. If the *scire facias* is pursued to a successful result, the charter must be absolutely cancelled; that is, the judgment of the Court, and it can impose no conditions. But this proviso gives the power to the Crown to revoke, in case of non-compliance, by writing under the Great Seal, or under the Sign Manual, either absolutely, or under such terms and conditions as the Crown shall think fit. The Crown clearly means to reserve to itself, not the power of determining whether there has been a breach or not, in point of fact, on the part of the Company (for that must be proved as a matter of fact), but whether, in case there has been such a breach, it would be fit to avoid the charter altogether, or only upon terms and conditions; as, for instance, though the charter were forfeited by the deed of settlement not being executed, or the copy not deposited, or the capital not being subscribed, or the capital not paid up, or any other direction not complied with in the prescribed time, yet it should not be void if those directions were complied with in an extended period, and the discretion of the Crown would have to be exercised according to the nature of the breach, its magnitude and consequences, all of which the Crown, through its responsible advisers, would have duly to determine, and then the determination of the Crown would have to be expressed in the precise mode provided for by the charter. How is this option of absolute or conditional revocation of the charter to co-exist with the right of a subject as a matter of strict justice to have the grant repealed in case of forfeiture, absolutely and without condition, by a writ from Chancery? It appears to me that the two modes of proceeding are inconsistent, that the Crown would be deprived of its election to make a conditional revocation, if the subject could cause the charter to be revoked as a matter of right, and consequently, that in this case the affirmative provision clearly implies a negative of the absolute common law

right of repeal. If, then, it be a condition annexed to the repeal of the charter for the breach of the express conditions, that the Royal pleasure shall be indicated in the mode prescribed, the *scire facias* is bad in this case, for not stating that it was so indicated. It would not be valid, though the Attorney-General actually did, what it is suggested in some of the judgments in the Queen's Bench he must be supposed to have done, consider, as the adviser of the Crown, the propriety of revoking the grant absolutely, or with conditions, under all the circumstances.

It seems to me that such a supposition is a very improbable one, because it is quite at variance with the authorities above cited, that the *scire facias* issues *ex debito justitiæ*, in which case the justice alone of issuing the *scire facias* is to be decided by the Attorney-General, and nothing else. Another reason, and a strong one in my mind, for believing that the Crown did not intend by this proviso to give an additional or cumulative remedy for the repeal of the charter, is, that it could not possibly operate as such a remedy; as an additional remedy it would be perfectly negatory; as a condition to the ordinary remedy, it would be operative. The option of the Crown to repeal the charter by writing, under the Great Seal or Sign Manual, would not operate at all, unless there had been a breach in fact, and whether there had been, a jury would still have to determine. In any proceeding by the Company against a subject, he could not defeat the charter by simply producing the writing under the Sign Manual: he would have still to prove that there had been a breach of the conditions or directions of the Charter. He would, therefore, gain nothing in this respect by making use of the supposed cumulative remedy, and further, no judgment of the revocation and cancellation of the letters-patent could be pronounced in this proceeding, as it could upon a *scire facias*, either by the Court of Queen's Bench, or the Court of Chancery, so that as an additional and cumulative remedy, this condition of the charter would be valueless, and might be struck out of the charter altogether.

It is, however, suggested that it might be advantageous as a cumulative remedy, because, although it were necessary to prove a breach before the revocation by Sign Manual should be available, as well as in a proceeding by *scire facias*, the fact that a breach had been committed of the express conditions could not be pleaded in an action, in which the validity of the charter came in question, and that advantage could only be taken of a forfeiture at common law by a *scire facias;* and therefore that this provision was by Sign Manual, &c., instead of the latter, might be a less expensive mode of taking advantage of the breach, and consequently the option to have recourse to it might be advantageous to the subject. But although a forfeiture by breach of implied conditions, such as that of a franchise by nonuser or misuser (a ferry, for instance, by neglect to have proper boats), could not be taken advantage of plea in an action by the owner of the franchise, but only as a ground of appeal by *scire facias*, I think that doctrine does not apply to a charter, where there is an express condition avoiding it in a certain event. The ordinary case of a patent avoided by noncompliance with the condition to enrol the specification, is an instance of everyday occurrence, and never has been disputed; and all the cases which I can discover, after some research, in which a *scire facias* has been held necessary, are cases of breaches, not of express but implied conditions. That a grant by the Crown may be avoided by concealment in the recital, in an action by the grantee against a third person, appears by the case of Alcock *v.* Cooke, 5th Bingham, 340. I think, therefore, that the clause in question is inoperative, if treated as giving an additional remedy, and it is therefore the more reasonable to conclude, in construing the charter, that this clause was meant to have some operation, and that the object of the Crown in inserting it, and the Company in accepting it, was, that the Crown should exercise a discretion, even if the charter was broken, to revoke or not, or to revoke absolutely or conditionally, and consequently, that the pleasure of the Crown indicated by a writing under the Great Seal or Sign Manual, should be a condition to the avoidance of the charter, so that to have the charter recalled and cancelled, the prosecutor would have to allege and prove a breach, and the exercise of the royal pleasure in the mode prescribed, that on that breach the charter should be revoked. I would add, that one of the conditions of the charter being purely a matter of State, namely, the condition that the Company should comply with all the directions given by a Secretary of State, as regards their intercourse and dealings with foreign Powers, it seems to

be peculiarly reasonable that the Crown should, in respect of that breach of condition, reserve to itself a discretionary power to avoid the charter or not.

The proviso inserted in letters-patent for new inventions, but rarely acted upon, has been assimilated to this proviso in the reported judgment of my Lord Campbell, 2nd Ellis and Blackburn. The proviso is: "Provided always, and these our letters-patent are and shall be upon this condition, that if at any time during the said term hereby granted, it shall be made to appear to us, our heirs and successors, or any six or more of our or their Privy Council, that this our grant is contrary to law, prejudicial or inconvenient to our subjects in general, or that the said invention is not a new invention as to the public use and exercise thereof, in that part of our United Kingdom of Great Britain and Ireland called England, our dominion of Wales, and town of Berwick-upon-Tweed, &c., or not invented or found out by the patentee, then upon signification or declaration thereof, to be made by us, our heirs or successors, under our or their Signet or Privy Seal, or by the Lords and others of our or their Privy Council, or any six or more of them, under their hands, these our letters-patent shall forthwith cease, determine, and be utterly void to all intents and purposes, anything hereinbefore contained to the contrary in any wise notwithstanding."

The marked distinction between that proviso and the proviso now in question is, that in that the decision of the Queen or the Lords of the Privy Council is conclusive as to the want of novelty, or that the patentee was not the inventor; the patent may be avoided by a defendant in any action upon it, by proving the declaration under the Privy Seal, or that the Lords of the Privy Council and no more, without entering into the inquiry of the novelty, or the fact of being first inventor; so that the mode of revocation in that proviso mentioned is an additional or cumulative remedy, though not so effective as a *scire facias*, simply because it cannot be immediately followed by a judgment of revocation and cancellation. But still it is a remedy. Whereas, the proviso in this case makes the act of the Sovereign nothing, leaves the subject just as he was, literally gives no remedy whatever, and as a remedy is entirely useless. For these reasons, I am of opinion that the proviso in question, upon a reasonable interpretation of the charter, makes the signification of the Queen's pleasure a condition or step towards the avoidance of the charter, and consequently that the declaration in *scire facias* in this case is bad, for want of the proper averment of the compliance with that condition.

It remains to consider the third question, whether, supposing that this was the true construction of the charter, it was competent for the Crown to superadd the condition of the signification of its pleasure, by a writing under the Great Seal or the Sign Manual, or whether such additional condition was illegal and void. I think it was in the power of the Crown to do so, and that the condition was legal. The Crown might beyond all question have granted a charter of incorporation to a Company to trade, without imposing the conditions of having any capital paid up in a given time. Whether it would be a wise measure to do so is another question, but that it would have been a legal one cannot be doubted. What can hinder the Crown, therefore, from imposing such a condition, but reserving to itself the power of deciding whether it ought to be enforced according to the circumstances? The deficiency of the required capital might be a few pounds in the part to be paid up, might have been by accident delayed for a day beyond the time limited by the deed of settlement, or a copy of it might by accident also have been deferred for a short interval. What could be more reasonable than for the Crown to decide whether such a condition of forfeiture ought to be enforced or not in each particular case? It by no means follows that this clause is a restraint of the prerogative, which is given for the benefit of the subject, but the contrary. I must own, I should not have felt any doubt as to this part of the case, except for the opinion I have just heard, and I think that the Crown had full power to reserve its right to avoid the charter or not, just as much as to reserve an absolute power of revocation, at its will and pleasure, as it has done at the end of twenty-one years; quite as much as the clause in a patent gives the power to the Crown to decide whether it was a new invention or not. I am therefore of opinion that the plaintiffs in error are entitled to our judgment, and that the judgment ought to be reversed.

Chief Baron Pollock.—I agree with the majority of the Court, that the judgment of the Queen's Bench ought to be affirmed. The general facts in the

case, and the terms in the charter, have been already, more than once, so fully alluded to, that it is unnecessary for me to repeat them; I have only to state shortly my reasons for agreeing with the majority of the Court in affirming the judgment.

The charter contains an express direction that the partnership shall not begin business until the happening of a certain event, namely, until it shall have been certified to the President of the Board of Trade, by at least three of the Directors, that one-half at least of the capital has been subscribed, and 50,000*l.* paid up; such certificate to be endorsed upon the charter.

For the reasons given by my brother Wightman, in the Court below, I am of opinion that this was a condition, and it is admitted on all hands, if this be a condition, it has been broken, and therefore, with the Attorney-General's fiat, any subject of the realm may proceed by *scire facias* to question the non-validity of the charter, with a view to the judgment of the Court, that the letters-patent shall be cancelled, as in any ordinary case. It seems also agreed on all hands, this is a course that might have been adopted.

But it is contended that in this case there is, in this particular instance, a proviso that, in case of non-compliance with any of the directions or conditions of the charter, it shall be lawful for the Crown, by any writing under the Great Seal or under the Sign Manual, to revoke or make void the charter, and that, therefore, that proviso alone can be resorted to, and the present proceedings under this *scire facias* being founded, not on that proviso, but on what is assumed to be the general rule of law, independent of such proviso, are void, and our judgment ought, therefore, to be given for the appellants. I think this cannot be successfully contended, and for two reasons:

First, I am of opinion that any such proviso in a grant or charter from the Crown is to be construed, not as restraining what otherwise would have been the power of the Crown, or the right of the subject, but as adding thereto, and being a cumulative remedy in the event of a breach of, or non-compliance with, the directions and conditions of the charter, and not as abridging the power of the Crown, if it would have otherwise existed.

It is clearly laid down (and is abundantly confirmed by all the old authorities) in Blackstone's Commentaries, 2nd volume, page 21, that a grant made by the King at the suit of the grantee, shall be taken most beneficially to the King, and against the party. That learned writer points out the distinction between a grant by the Crown and a grant by the subject. "Whereas," he says, "the grant of a subject is construed most strongly against the grantor."

This rule I apprehend to be one of the clearest, plainest, and most abundantly-supported by all the authorities found in every branch of the law; and this rule appears to me to exclude the application of either of those two phrases, *expressum facit cessare tacitum*, or *expressio unius est exclusio alterius*. That which the Crown has not granted by express, clear, and unambiguous terms, the subject has no right to claim under a grant or charter, and in order that the right of the subject to question the grant or charter may be in no way restrained.

I quite agree with my brother Williams, that a negative cannot be implied from a positive clause in the charter, nor can it be inferred, unless by express terms contained in the charter, or by some terms that make it impossible to put any other construction upon it.

If, then, it be conceded, as I think it must, that without this proviso the charter might have been repealed for breach of the condition, I think the proviso is to be considered as a further and additional power to the Crown to revoke the charter in a particular manner, as for instance, by a writing under the Sign Manual, and it may be that it was intended the Crown might act on that, taking on itself possibly to decide, but certainly taking on itself to act, leaving it to be hereafter questioned whether, in point of fact, the charter had been broken or not.

But, secondly, it appears to me it may reasonably be doubted whether the Crown can grant a charter that cannot be subject to forfeiture on breach of conditions; and as far as it is necessary to form any opinion upon that subject, I am inclined to think that it cannot. The public has so much interest in the correct conduct of those that enjoy any chartered right, that it may be contended that the power of the subject is general to question whether or no the charter be legal, or whether the charter has been forfeited by a breach of the condition, and

cannot be taken away even by the Crown; and supposing this to be doubtful, and supposing this not to be so clear a maxim of law as I own I am disposed to take it to be, that the Crown cannot grant a charter which shall not be questioned by the rest of the public, in the manner here adopted by *scire facias*, suggesting a forfeiture of the charter for a breach of a condition, it is a most forcible reason for so construing the charter as to leave the prosecutors a right which they otherwise would have had, to raise the question in the manner in which they have raised it. In my judgment the direction operated as a condition, the condition has been broken, and I think any one of Her Majesty's subjects, having the Attorney-General's fiat, has a right by *scire facias* to bring the matter into discussion. The facts have been found by the jury, and on those facts, and the true construction of the charter itself, I am of opinion the Crown is entitled to our judgment.

Chief Justice Jervis.—Three principal points have been argued in this case, upon all of which, in my opinion, the judgment ought to be affirmed.

Assuming that the proviso operates as a qualification of the conditions, it has been urged that the Company have abused their franchise, and that therefore the *scire facias* well lies. The record shows that 50,000*l.* had not been paid up before the Company began to trade, and further, that when they began to trade it had been falsely and untruly represented to the President of Board of Trade by the Directors of the Company that the sum of 50,000*l.* had been paid up. It appears therefore on the record, not only that the Company were guilty of a breach of one of the express conditions of the charter, for which, by the admission of counsel, the *scire facias* would lie if the Queen had thought fit to revoke the charter in the first instance by writing under the Great Seal or Sign Manual, but also that the Company, availing themselves of their corporate character, made a false representation to Her Majesty through the President of the Board of Trade.

It is said that the certificate being false is, in legal effect, no certificate, and that therefore the Company began to trade without the necessary paid-up capital, and also without a certificate that it was paid up. I agree that the falsehood vitiates the certificate, but in my opinion it has another and more serious effect upon the charter itself: It is a falsehood stated to the Crown by the Directors in their corporate capacity, professing to act under the charter, and is an abuse of their franchise.

Assuming that, for a breach of the conditions, or any of them, a revocation under the Great Seal or Sign Manual was a condition precedent to a *scire facias* for this breach of duty, no such preliminary step could be taken, as it is not provided for expressly by the charter, but it is implied, that when the Directors certify they will certify truly; and in my opinion, if, availing themselves of their corporate capacity, and professing to act under their charter, they certify falsely to the Crown through its officers, they abuse the franchise by which they are created, and are liable to a *scire facias* to repeal their patent upon that ground.

Upon the second point, also, I am of opinion that the judgment ought to be affirmed. It is mainly a case of construction subject to certain considerations applicable to the prerogative, and well known to those who are familiar with that subject. I take it if the proviso was not in the grant, the direction or conditions which it contains would be conditions for the breach of any one of which a *scire facias* would lie. This is too clear to admit of argument, and indeed was not disputed at the Bar, where it was contended, not that the directions *per se* were not conditions for the breach of which *scire facias* would lie, but that the proviso was in effect tacked on to each condition, so that although it was admitted that the breach of each condition was ground for a *scire facias*, it was said that the proceeding could only be taken where it was authorised by the Crown by writing under the Great Seal or Sign-manual.

Before we consider whether this can be the true construction of the charter, let us endeavour to ascertain what the proviso itself means, and what under any circumstances can be the effect of it.

The proviso contemplates four courses: one an absolute revocation of the charter, by writing under the Great Seal or Sign-manual, for non-compliance with any of the directions or conditions contained in the letters-patent; a revocation under such terms and conditions as the Crown may think fit, by the same

means and for the same causes: an absolute revocation under the Great Seal, or by writing under the Sign-manual, after the expiration of twenty-one years; and the addition to the charter, after the same period, of such modifications, conditions, and provisions as the Crown may think fit.

The first part of this proviso raises the question now under discussion—the other parts may usefully be referred to to expound the first. Now, if it be true that the Crown by its prerogative, or the subject using the prerogative upon the fiat of the Attorney-General, might have repealed the patent by *scire facias* for a breach of the conditions, if the proviso had not been there, it is impossible to suppose that it was intended to control the right of the Crown by superadding a condition, and at the same time to leave the privilege of the subject unfettered and uncontrolled. It is therefore argued on the one side, that the proviso was intended to give the Crown an absolute power of revocation or modification under circumstances without the expense and dilatory process of a *scire facias;* and on the other, that it was meant to remove and restrict the undoubted right of the Crown, and of a party grieved, to use the prerogative upon the fiat of the Attorney-General to repeal a charter which may operate to his prejudice. There are difficulties in the way of each of these constructions, but I am of opinion that by the proviso it was intended not to fetter the prerogative of the Crown or the right of the subject, but to give a cumulative and additional remedy to the Crown, although I doubt—from the manner in which the proviso is worded—if it can legally have that effect. If aptly given, there may perhaps be no legal objection to the existence of this cumulative or additional remedy, for so long as the rights of the subject are not interfered with, the grantee may perhaps make what bargain he pleases with the Crown; I say *perhaps*, because I doubt whether, under any circumstances, a charter under the Great Seal can be revoked by writing under the Sign-manual, and I see many constitutional reasons which might be urged against the existence of such a power uncontrolled in the Crown. These questions, however, do not arise in this case, and it is because this additional power is not properly conferred by apt words, that the difficulty arises. The first and most important rule in construction requires that we should give to words their natural meaning, and certainly an unlearned reader would suppose where the grantor and grantee made a bargain, that the former might revoke the charter by writing under the Great Seal or Sign-manual for the breach of any of the conditions mentioned therein, that the mere exercise of that power would destroy the charter, but this is not the legal effect of the proviso. The power can only be exercised for the breach of any of the conditions, and as no mode of ascertaining in the first instance whether such breach has been committed is provided for by the charter, as exists at common law, if the Crown were in the most solemn form under the Great Seal to declare that the provisions had been broken, and were to revoke the charter upon that ground, this would be but the commencement of legal proceedings: for the Company might deny the breach of the conditions, and a *scire facias* would be necessary before the charter could be cancelled. It is said, therefore, that as an additional remedy this clause is useless, and would not have been inserted with that view, because it will not effect that for which it was designed; it does not necessarily follow, however, that it should be perverted from its original meaning. The proviso itself shows the danger of adopting such a rule of construction.

Of the four courses pointed out, three are useless or impossible. The first is both useless and impossible, as I have already shown; the second is impossible, because when the charter is revoked no terms can be added (the words being "revoked upon terms," not threaten or offer to revoke unless certain terms are complied with); and the last is also impossible, because the Crown and the grantee might perhaps, saving the rights of the public, make what bargain they pleased between themselves; the Crown could at no time add to the charter, so as to incorporate the modifications, conditions, or provisions therein, but must grant a new and supplemental charter for that purpose, having relation only to the time when the Great Seal was affixed to the charter, and subject to the same rules applicable to all other charters, as if this branch of the proviso had not existed. In truth, the draftsman who prepared this instrument does not appear to have been familiar with the subject which he had in hand, and the ambiguity of the proviso seems, in the hurry of business, to have escaped the vigilance of the Crown officers. But although it is difficult to give

to the first part of the proviso the plain meaning which I believe was intended when the instrument was framed, there are far greater difficulties in the way of the other construction. In the first place, it is contrary to the well-known rule, to give to affirmative words a negative operation; and to hold that language which professes to confer an additional authority, is in effect a limitation upon a power which is otherwise uncontrolled.

Again, in my opinion, it never could have been intended, and would be highly unbecoming to refer to a jury a fact affirmed by the Crown under the Great Seal, and to allow a jury to say that the conditions had not been broken, after the Crown had solemnly asserted under the Great Seal that they had. Take, for instance, the last condition. The Company are to abide by, and conform to, all and every of the directions which may be given to them by any of the Secretaries of State, as regards their intercourse or dealings with any foreign State or Power. Suppose the Company to have committed a breach of this condition, so as, in the opinion of the Government, to have endangered the friendly relations between this country and a foreign State, is such a question to be determined by a jury? If the construction contended for is right, a mere question of political government would be determined by a jury, and a court of law would sit in appeal from the decision of the Queen's Government. But there are rules applicable to the construction of Crown grants, which satisfy me that this construction is not correct. To say the least of it, the proviso is doubtful; and if it be doubtful, it must be construed against the grantee. Where nothing would pass by a construction against the grantee, a charter is construed liberally in his favour, because it is not consistent with the honour of the Crown to suppose a grant with the intention of passing nothing; but where, as in this case, the franchise is perfect, the question is whether the prerogative is to be restrained, a contrary rule prevails, and the construction is against the grantee, because the prerogative of the Crown is, in truth, the privilege of the subject, and it is not to be presumed, from doubtful expressions, that the Crown, when granting a privilege to one subject, intended to interfere with the rights of others. For these reasons, I am of opinion that the proviso was intended to confer a cumulative and additional power upon the Crown, and was not intended to restrict the prerogative of the Crown, or to interfere with the privileges of the subject.

But there is a higher ground upon which, in my opinion, the judgment ought to be affirmed. If the proviso fetters the free exercise of the prerogative, and takes away the right of a party aggrieved to a *scire facias* upon the fiat of the Attorney-General, in my opinion it is illegal, and therefore void. To every Crown grant there is annexed by the common law an implied condition that it may be repealed by *scire facias* by the Crown, or by a subject aggrieved using the prerogative of the Crown upon the fiat of the Attorney-General; and although this privilege is not enforceable by mandamus, it is so much of common right that in no case has it been refused, to my knowledge. Indeed, in the somewhat analogous case of a Petition of Right, it has of late years been the practice at the Home Office, under great authority, to indorse "Let right be done," as a matter of course, without even referring the case to the Attorney-General. This use of the prerogative by the subject is his protection against the use of the prerogative to his prejudice, and in my judgment cannot be abridged. I know that the Crown might have granted this charter without embodying therein the conditions referred to, but this could only be done upon the responsibility of the advisers of the Crown. We must assume that these advisers deemed the conditions necessary for the public good, and having inserted them, they cannot say that the legal consequences shall not follow their insertion.

For these reasons, I am of opinion that the judgment should be affirmed.

Thus terminated this memorable case: and all that remains to be done now is to summon the Directors to bring the charter into the High Court of Chancery; a day is given, and the Lord Chancellor cancels the charter by the formal act of tearing off the seal in open Court.

It only remains to notice, that in the Annual Report of the Company, which was advertised in the "Times" of the 19th of July last, the Directors, after abusing Sir James Brooke in no measured language for the steps he had taken to vacate the charter, speak "of the Crown's refusal to grant a new one as

almost impossible, under the peculiar circumstances of the case" If this be intended to lull their few remaining shareholders into a sense of false security, it is really keeping up the farce a little too long; for the ordinary deduction that any person, not a Director of a public Company, would draw from the judgments of the Bench alone, would be that Sir James Brooke was entitled to the highest approbation for having rid the country of such an imposture, and that, *under the peculiar circumstances of the case*, it was quite (not almost) impossible to grant these convicted Directors a new charter, as long as one spark of public virtue remains in England.

(Signed) PHILIPPS AND VOSS,
Attorneys for the Prosecutor,
4, *Size Lane.*

[A No. 10. Handed to the Commission by desire of Sir James Brooke, October 25, 1854, in reference to Mr. Napier's evidence.]

Firstly. Extract of an address delivered by Mr. Napier, when acting by command as Her Majesty's Representative on the occasion of the investiture of Sir James Brooke with the insignia of a Knight Commander of the Bath, on Tuesday the 22nd of August, 1848.

The report of this address, which appeared in the Singapore "Free Press" of Thursday the 24th of August, 1848, was furnished by Mr. Napier to Mr. Logan, the editor of the paper.

Secondly. Originals and copies of letters bearing date the 28th of June, 1853, addressed by Mr. Napier to the Pangeran Moumein (now Sultan of Borneo), and the Pangeran Makota.

A reference to the date of these letters will prove that they were written previously to any intimation having been given by Her Majesty's Government of the subjects of inquiry, and consequently that the subjects of inquiry announced in the name and as proceeding from Her Majesty the Queen, were not only unknown to the writer, but were inconsistent with facts.

(Signed) C. T. C. GRANT,
Secretary to Sir James Brooke.

October 25, 1854.

Extract of Address by Mr. Napier.

The honourable duty which, in obedience to the high commands of Her Majesty, I am about to discharge, in investing you with the insignia of a Knight Commander of the Most Honourable Order of the Bath, would, I hesitate not to say, be a welcome and agreeable task to any one here present; but is calculated to afford high and peculiar satisfaction to myself, as having at an early period of your career in these countries, shared your confidence and your councils in those undertakings of which the successful prosecution has placed you in the proud and elevated position you now occupy in the eyes of your country—a position of which the merit is wholly and exclusively your own.

Mr. W. Napier to Pangeran Mumein, the present Sultan of Brunéi.

(Translation.)

(Compliments.)

Then after that we send this letter to our friend, in order that it may serve instead of our conversing with our friend. So that our friend may understand the subject. Now at this present time Queen Victoria, Sovereign of the English, has ordered an inquiry with regard to Mr. Brooke's conduct within the country of Brunéi, what is the course that he has followed there? Also she wants to to know, how is the affair of the Dyaks of Serebas and the Dyaks of

Sakarran, together with the other Dyaks; are they at war? Moreover, is it true that all those men have troubled all the English ships that trade and sail on the shores of those seas. She also wishes to know respecting the following occurrences. What is the reason that Mr. Brooke formerly attacked the city of Bruné in the English year 1846? Now, Mr. Brooke has said that he did so, because the Sultan Omar Ali Sifudin of Bruné had broken the agreement which he had made with Captain Edward Belcher, of the war-vessel the "Samarang." She also wishes to know respecting the affairs of the country of Sarawak, what has been Mr. Brooke's conduct? Has he or has he not paid revenue every year to the Sultan, or to whomsoever may govern beneath His Highness the Sultan? She also desires to know what are the actions of Mr. Brooke in Bruné, and all its coast. Now, she intends it to be made evident, the Queen intends to know the affairs of Mr. Brooke, because she has dismissed him from the work of Governor in Labuan, on account of the great expense there, so that it may be less; thus it is. How can the wishes which are mentioned in this letter be rendered clear; and further we have explained all these affairs unto our friend, so that our friend may judge what course is right for our friend himself, and follow that which the wisdom of our friend may discover; and we explain these things to our friend, because no one can throw light upon them with such clearness as this, because we have pure friendship towards our friend, and we have met with our friend; moreover, also we have known how all those affairs are in that country; thus it is, now that is with the greatest clearness. With compliments we solicit health and a long life.

This letter is written in the town of Singapore on the 28th day of the month of June, 1853.

Translated by me,
(Signed) SPENSER ST. JOHN,
Acting Commissioner and Consul-General in Borneo.

Mr. W. Napier to Pangeran Makota.

(Translation.)

(Compliments.)

Then after that we send this letter to our friend, in order that it may do instead of conversing with sincerity with our friend, and to explain the nature of the following circumstances: whereas there is Mr. Brooke, now Queen Victoria has dismissed him from his employment as Governor of Labuan, on account of the great expense, and now Queen Victoria has ordered an inquiry into Mr. Brooke's conduct, and what he has done in Bruné, what has been the course which he has taken; the Queen wants to know it all. She also wants to to know respecting the Serebas and Sakarran Dyaks, together with the other Dyaks, are they at war still? and have all those men meddled with the trade of all the English ships which sail in the seas off that coast? she also wants to know why Mr. Brooke attacked the town of Bruné in the English year 1846, as Mr. Brooke has said that the reason he did so was, that the Sultan Omar Ali Sifudin, of Bruné, had broken the agreement he had made with Sir Edward Belcher, of the war-vessel the "Samarang." Also she wants to know about the country of Sarawak, what has been Mr. Brooke's course there, has he or has he not paid revenue, &c., every year, both formerly and at present, to the Sultan of Bruné, or to whomsoever it was settled (should receive it)? also what has been all the actions of Mr. Brooke in Borneo, she intends to be made acquainted with all these things; moreover with regard to all these affairs, we explain them without any thought whatever, because they are clear, all men know them, we do not wish to conceal them from our friend, if our friend likes he can explain them to Mr. Brooke; moreover our friend can explain these things to all the great men, and to all the nakodahs who are accustomed to sail going and coming from Bruné and all the coasts, or to the leaders and Orang Kayas, and those who govern all the Dyaks. Then after that our impatience is very great, if God Almighty will allow it, and there is no illness, we request our friend to come to Singapore, so that he may meet with us, and trust us with every trust, and with speed, don't let it be otherwise. With many

compliments we send no token of remembrance, but wishes for health and a long life. The end.

This letter is written in the town of Singapore, on the 28th day of June, 1853.

Translated by me,
(Signed) SPENSER ST. JOHN,
Acting Commissioner and Consul-General in Borneo.

[A No. 11. Handed in by Sir James Brooke, October 23, 1854.]

References relative to Sir James Brooke's Position and alleged Trading.

1. Copy of a letter addressed to Captain Sir Edward Belcher, in 1843, the original having been handed by that officer to the Lords Commissioners of the Admiralty.

2. "Vindication, &c.," Letter II, pp. 11, 20.

3. Borneo Papers.

4. Papers presented to the House of Commons relative to Borneo Piracy, and the Commission of Inquiry respecting Sir James Brooke, 1854, viz.:

Mr. Templer to the Earl of Clarendon, August 1, 1853, p. 10.
Sir James Brooke to the Earl of Clarendon, September 27, and December 23, 1853, pp. 19, 25.
The Earl of Clarendon to M. Dedel, December 10, 1845, and May 4, 1846, pp. 46-60.

5. Letter from Sir James Brooke to James Gardner, Esq., published in 1842, pp. 33, &c.

6. Keppel's "Expedition to Borneo," vol. i, p. 268.

7. "Private Letters," &c., published in 1853, vol. iii. To J. C. Cameron, Esq., p. 3. Correspondence with the Right Honourable Sidney Herbert, M.P., pp. 120-132; vol. ii, pp. 172-207.

8. Evidence of Earl Grey before the Select Committee of Army and Ordnance Expenditure:

Questions 8344 to 8358, 8366, 8369 to 8371, 8377 to 8392, 8397 to 8404, 9341, 9342, 9343. For the last three questions and documents handed in by Earl Grey, see Private Letters as above, vol. ii, pp. 173, &c.

9. Account of sums from Sir James Brooke's private fortune expended in establishing the Government of Sarawak.

10. Sir James Brooke's correspondence with Mr. Wise.

11. Cross bill in Chancery by Sir James Brooke against Mr. Wise.

12. Sir James Brooke's Protest against the Instructions of the Earl of Clarendon.

Miscellaneous Papers.

[B No. 1. Handed in by Mr. Aitken, October 9, 1854.]

Extract from "Earl's Eastern Seas," pages 269 *and* 273.

A year or two before my arrival on the coast, the entire population of Slaku, a town situated a few miles distant from the mouth of the Sambas river, was cut off during a night attack by a powerful tribe of wild Dyaks from the north-west coast; and although the town, which was occupied chiefly by Chinese, contained large quantities of rich merchandise, they were contented with the iron and trifles, with which, together, with the heads of their victims, they departed unmolested to their homes. Their canoes were made from a single tree, but were much larger than those used by the tribes inhabiting the banks of the rivers, some of them having contained from forty to fifty men. They swept the whole coast from their native place, Serhassan, to Sambas, and the news of their aggressions having been brought to the latter place by some individuals who had been fortunate enough to escape them, several Dutch cruize-prahus were stationed at the mouth of the river to prevent their passing to the southward; but the Malays who composed their crews retreated to the town on the first symptoms of their near approach, although they might easily have stopped the career of the Dyaks, who entertain the greatest dread of fire-arms, believing that there is no limit to their range, and that an object which can be perceived, however distant, may be struck by a musket-ball. None of the inhabitants of Slaku survived to tell the tale, but it is probable that they were either unaware of the Dyaks being on the coast, or felt confident that the cruize-prahus would prevent them from passing Serebas, and therefore kept no watch, and were surprised in their sleep.

The Dyaks themselves can give no account of the origin of this custom, and it will now be impossible to trace it to its source. Apparently the practice is only general among those tribes inhabiting the banks of the large rivers, on which distant voyages can be made with facility, the Dyaks in the northern parts of the island being content with an occasional human sacrifice on the death of a chief.

There is very little doubt that some of the tribes are cannibals, but the system does not obtain among those in the vicinity of the Serebas, although these latter assert that the people immediately beyond them are greatly addicted to it. A traveller, however, must be very cautious in fixing the stigma of cannibalism on a people, merely on the faith of a report circulated by a neighbouring tribe, since it is a general custom among barbarous nations to assert that their enemies are anthropophagi; in fact, if the hostile tribes belong to the same people, the assertion will generally be found to be further from the truth according to the degree of horror betrayed by the accusers, as it would be very improbable that two adjacent tribes of the same race could differ so greatly in such a remarkable particular.

From the horrid practice of human sacrifice which obtains among the Dyaks, it may be thought that all attempts to improve them would be hopeless, but before we arrive at such a conclusion, a glance should be taken at the ancient history of Great Britain. So far from their being irreclaimable, the dreadful nature of their mode of life renders them more willing to adopt milder customs: and I feel confident in asserting, that no people on earth, with the

exception, perhaps, of their counterparts, the natives of South America, are so susceptible of civilization. This has been proved by the readiness with which the tribes occupying the country near the settlements of the Malays and Bugis have adopted the Mahommedan religion, almost without an effort on the part of their converters; for the Malays, farther advanced in the knowledge, but infinitely inferior in natural disposition to the Dyaks, took no pains to induce them to discontinue their practice of wholesale murder, rather regarding their attacks upon each other as actions affording amusement.

The Dyaks in the Chinese territory have totally abandoned their barbarous customs, and are milder in their conduct, and apparently in their disposition, than any of the natives of the Archipelago that I have met with. The horrid massacres perpetrated by the wilder Dyaks would seem to sanction a contrary opinion, but it must be considered that the individuals who now engage in these frightful outrages, have been brought up from infancy to consider the slaying of a fellow creature in the light of a meritorious action, in fact, one of the most acceptable services which they could perform. Should the view which I have taken of the character of these people be correct, their shocking pursuit of human victims will only tend to show how strong an influence the force of habit and the circulation of particular doctrines can exercise over minds naturally indisposed to cruelty. Freedom of commerce, which has hitherto been found the best instrument of civilization, would rapidly improve the condition of these people; and were an European settlement, with a free port, established on one of the numerous large rivers, the Dyaks would soon be brought into communication with it, for they are greatly addicted to commerce, and spare no pains to procure articles of foreign manufacture for which they have acquired a taste.

[B No. 2. Handed in by Mr. Aitken, October 9, 1854.]

1. "Memoir on the Residency of the North-West Coast of Borneo," originally published in the "Singapore Chronicle" (newspaper), of October and November, 1827; republished in 1837 in "Notices of the Indian Archipelago," by J. H. Moor, p. 5, *et seq.*

2. "Dalton's Essay on the Dyaks of Borneo," originally published in the "Singapore Chronicle" of March and April, 1831; re-published also by Mr. Moor, p. 41, *et seq.*

[The Dyaks here referred to are those of the Coti river, on the south-east side of Borneo.]

3. "The Singapore Free Press" (newspaper), of 1837, already before the Commission.—(See the examination of Mr. Napier.)

4. "The Singapore Free Press" (newspaper), of 1839, containing the first publication of Sir James (then Mr.) Brooke's first visit to Borneo.—(See the examination of Mr. Napier.)

5. Parliamentary Paper entitled "Further Papers relating to the Suppression of Piracy off the Coast of Borneo," presented to the House of Commons by command of Her Majesty, April 1850; particularly the Inclosures 1, 2, and 3 in No. 2, pp. 4 to 12.

6. Letter from the Hon. Thomas Church, Resident Councillor at Singapore, to Captain Keppel, dated 30th June, 1843. Parliamentary Paper No. 4 of 1852 (printed 16th November 1852).

7. Letter from the Governor of Prince of Wales' Island, &c., to the Secretary to the Government of India, 14th September, 1844. Parliamentary Papers, presented to the House of Commons, No. 143 of 1851; title, "Additional Papers," &c.

8. "Earl's Eastern Seas," p. 269. Explained by the author's note to Mr. Hawes. (Query, reference to p. 269, stating, for "Sirhassan" read "Sakarran.")

9. "Notices Historiques sur les Pirateries, &c." Parliamentary Papers presented to the House of Commons, July 1851.

[B No. 3. Handed in by Mr. Aitken, October 9, 1854.]

Borneo Facts versus Borneo Fallacies. An Inquiry into the alleged Piracies of the Dyaks of Serebas and Sakarran. By Louis Alexis Chamerovzow, Secretary of Peace or Aborigines Society. Second Edition. Charles Gilpin, 5, Bishopsgate-street Without. 1851.

Preface.

The writer deems it a sufficient reason for issuing this pamphlet, that the question to which it refers is about to be reopened by the demand for a Parliamentary inquiry. Its purpose is to lay bare the truth, by disentangling it from the intricate web of error and misstatement which has been woven around it, and to enlighten the public mind as to the real character of the transactions in which Sir James Brooke has so prominently figured. The writer has no hesitation in asserting that the whole facts of the case have not been presented to the public in any consecutive form, so as to enable it to form a correct judgment upon the subject, notwithstanding the large share of attention the Borneo massacres have commanded, both in Parliament and out of it. It has, therefore, been his object to draw up what he conscientiously believes to be an impartial statement of all its leading features; nor has he committed to paper anything for which he cannot quote trustworthy authority. In doing this, he has been actuated by an anxious desire to render accessible to all, the evidence upon which Sir James Brooke's proceedings have been censured; and he has sufficient faith in the power of truth to believe it will eventually justify that censure, and the motives of those who have pronounced it.

L. A. C.

London, February 22, 1851.

Preface to the Second Edition.

The first edition of this pamphlet, consisting of 500 copies, having been sold within three days of its publication, is at once a proof of the interest which is felt in the subject, and an encouragement to the author to issue a second edition. It will be found to contain some important additions from the last Parliamentary Papers, and likewise an amendment. The former will speak for themselves. With regard to the latter, the writer wishes to direct attention to an error of his, relatively to the number of men on which Sir Christopher Rawlinson based his award to Commander Farquhar. In the former edition (page 49), this number is put down at 2,140 on board at the commencement of the action, of whom 500 are stated to have been killed. It ought to have been 2,640, calculating 500 of whom at 20*l.* each, and the remainder at 5*l.*, would give the amount awarded, viz., 20,700*l.* In taking the earliest opportunity of rectifying this error, the writer is bound to state that he was betrayed into it by the very involved and confused wording of the last paragraph in the Recorder's Certificate. He has cancelled the comments which the supposed mistake suggested; but the fact remains, nevertheless, that Sir Christopher Rawlinson based his award upon evidence—relatively to the number of men—*totally independent of the testimony of the only witness who deposed thereto in Court and of Sir James Brooke's own deposition taken upon oath;* nor does the evidence upon which that award was based appear in any of the official returns.

L. A. C.

London, February 26, 1851.

Introductory.

The comparatively few individuals who have been bold enough to denounce as unjustifiable Sir James Brooke's murderous expeditions against the Serebas and Sakarran Dyaks, and as unfounded, the charge of piracy which he has alleged against them, have been branded as the advocates of piracy and the supporters of piracy. Now, to assert that any body of men should defend piracy, is uttering an absurdity so gross as to carry its own refutation along with

it. If, therefore, we have vindicated the Serebas and Sakarran Dyaks, accused of piracy, the obvious inference is, that the fact of their being pirates is disputed by us. Indeed, so anxious was Sir James Brooke himself to justify his frightful homicides, and to deprecate popular indignation by some ostensibly plausible pretext for them, that on the occasion of the complimentary dinner given to him by some of his companions, shortly after the affair of the 31st of July, 1849, he said, in adverting to the censure which it had drawn down upon him: "The whole question must rest upon the fact whether these people (the Serebas and Sakarrans) were pirates or not." Sir James Brooke was therefore of opinion that if these Dyaks were shown to be pirates, their extermination would be considered a justifiable act. By a parity of reasoning, however, if they are proved to be no pirates at all, then their destruction must have been unjustifiable and unlawful. These are the limits which Sir James Brooke himself has assigned to any discussion on this subject, nor do we desire to extend them. It will be our object to show that the accusation of piracy advanced against the Serebas and Sakarran Dyaks, as a plea for their annihilation, is utterly unfounded; and we entreat the reader's careful attention to the evidence we shall produce in support of our assertion.

Piracy in the Eastern Archipelago.

At the outset of this investigation, it is necessary to expose an artifice which has been, to a certain extent, successfully employed to mislead the public mind, and to confuse it upon a point intimately connected with the subject under inquiry. Whilst especial care has been taken to dwell upon the fact—notorious to all who have the least acquaintance with the subject—that piracy is flagrant in the Eastern Archipelago, the tribes which are not piratical have been identified throughout with those which are, with a view, as it would seem, by confounding the innocent with the guilty, to give Sir James Brooke's proceedings some colour of necessity, and to screen them from well-merited condemnation. The journals which have so sedulously promulgated this gross fallacy—affecting, nevertheless, to be the organs of public opinion—cannot be allowed to plead ignorance of this distinction, save at the expense of their efficiency, fo the authorities upon which the fact is established are accessible to all who choose to take the trouble to consult them. Yet because we have, all along, insisted upon this distinction being made between the piratical and the unpiratical communities, we are accused of denying altogether the existence of piracy in the Eastern Archipelago, including the coast of Borneo. It is almost superfluous to add, that we have never made so absurd an assertion.

From the earliest times of these waters being navigated by the Portuguese, the Spaniards, and the Dutch, they have been notorious as the resort of pirates, whose haunts are established in the numerous creeks in which the coasts of the various islands abound, and which afford them at once a safe refuge when pursued, and convenient lurking-places whence they may unexpectedly issue to attack the unwary. The natives of these parts are a bold and warlike people, whose rude and primitive habits naturally incline them to an adventurous and predatory course of life, in nowise differing from that pursued by our Norman ancestors, and in which not only plunder, but honour amongst their fellows, is to be acquired. It is not, therefore, matter of surprise that the nations or tribes of the Eastern Archipelago should be addicted to piracy, since they regard it in the light of an honourable vocation, affording opportunities for the display of that particular kind of courage and for those achievements which are not without their admirers in the civilised States of Europe, but which rank first in the claims to distinction asserted by barbarians or semi-civilised nations. Accordingly we find that there is scarcely one of the tribes of the Eastern Archipelago, possessing power, that has not committed piracy. Even the Javanese, a people now exclusively agricultural and commercial, have been addicted to it, and have only relinquished the practice since the introduction amongst them of a legitimate commerce. It is a remarkable fact, however, that until a comparatively recent period, when the charge was brought against them by Sir James Brooke, the Dyaks of Borneo were among the extreme few who were never addicted to piracy; and who have been specially exempted by name from the sweeping charge of piracy alleged against the natives of their vicinity.

The Piratical Tribes of the Eastern Archipelago not any of the Dyaks of Borneo.

If the testimony of travellers who are acknowledged by our opponents themselves to be of competent authority be worth anything; if the evidence of Sir James Brooke and of his oracles be also worth anything; then piracy, as a national characteristic, is clearly established against the numerous Malay tribes Sooloos, Illanoo, Mandinao, and the numberless isles of the Eastern Archipelago, the north-east, east, and south-east coast of Borneo, Borneo Proper, and Sambas on the south-west coast, some hundred miles south and west of Sarawak. But the Malays are a distinct people from the Dyaks of Borneo, and must not be confounded with them; and it is worthy of remark, that whilst all the authors, without exception, who have written any account of the Eastern Archipelago, or of the tribes inhabiting it, have carefully noted this distinction, and designate the Malays particularly as being sea-rovers and pirates by profession, not one of them—save, from a certain period, Sir James Brooke and his oracles—ever alludes to any class of the Dyaks, or aboriginal inhabitants of Borneo, as being addicted to piracy. So far from this, they all, including Sir James Brooke, bear testimony to their hospitality, their frankness, their tractable disposition, and their general amiability of character.

Abundant testimony to this fact may be found in the authorities we have alluded to, which our limits do not admit of our quoting. All we can do is to condense the result of our researches, leaving such of our readers as do not feel satisfied with our statements to prosecute deeper investigations for themselves.

Great stress has been laid upon the evidence of that enlightened philanthropist Sir Stamford Raffles. Let him speak. He says :—

"The Lannus (Illanoos) may be considered as an assemblage of the most daring and desperate adventurers from *all* the tribes of the East, and their principal haunts are the low eastern coast of Sumatra between Palembang and the Lampung country, the eastern part of the Island of Banca, the Island of Biliton, *the eastern coast of Borneo, but especially Sambas, on the north-west coast of Borneo.*"

This is every word he says respecting the *pirates of Borneo,* and these he declares to be foreigners. What does he say of the Dyaks?

"The Dyaks, or original inhabitants of Borneo, are not only industrious in their habits, but particularly devoted to agriculture, and so manageable that a handful of Malays have in numerous places reduced many thousands of them to the condition of peaceful cultivators of the ground."

Not a hint does Sir Stamford throw out respecting their piratical propensities, nor of their being—any class of them—the scourge and terror of the coast. Yet had this been a fact so notorious as Sir James Brooke would make it appear, who can doubt but it would have come to Sir Stamford's knowledge, and been recorded in his volumes? The same reserve is apparent in the paper which he read to the Batavian Society. In it he enters into fuller and more minute details of the manners and customs of the Dyaks, but never once makes mention of any tribe of them as being addicted to piracy. In 1812, he read to the same Society another paper, compiled from personal observation by J. Hunt, Esq., and entitled "Hunt's Sketch of Borneo or Pulo Kalamantan." This document extended to sixty-three printed pages, and will be found in the appendix to the Honourable Captain Keppel's "Expedition to Borneo of Her Majesty's ship 'Dido.'" It embraces the circumference of that vast island, making especial mention of Sarawak; describes Malay piracy at considerable length; enumerates the principal piratical stations, including *Sambas and the city of Borneo;* and enters into much interesting detail respecting the customs of the Dyaks: yet it never once alludes to any of them either as being pirates or addicted to piracy.

Mr. John Crawfurd, whose "History of the Eastern Archipelago" extends to three octavo volumes, a work of masterly research and most wealthy in facts, does not once speak of the Dyaks as pirates, nor of a single tribe amongst them as pursuing that lawless avocation. Neither does he in his other journals in the remotest matter allude to them as such, though making incidental mention of

the Malays in that character. Yet this gentleman must be admitted to have enjoyed abundant opportunities of ascertaining the truth, having been British Resident at the Court of the Sultan of Java, and resided for nine years in those parts.

More than three hundred years ago, Pigafetta (who accompanied Magellan on his voyage round the world) gave an account of Borneo, but never once does he mention Dyak piracy, though frequently alluding to the piracies of the Malays, the Borneons Proper, and others. Yet it is to be supposed that if Dyak piracy had existed at all, it would have been more rife at that remote period, when the natives could prosecute their piratical exertions with impunity, than in later times, since the danger attendant upon them has been so greatly increased.

The Spanish writer Zuinga speaks of the piracies of the Malay tribes as notorious in their historical reminiscences. He particularizes several of their most remarkable excursions, especially one in 1645, when the Malays of Borneo and the people of Sooloo ravaged the coasts of the Spanish islands; but he makes no mention of the Dyaks as either being associated with them in their depredations, or as carrying them on upon their account.

Captain Thomas Forrest is another authority whose evidence is conclusive. This adventurous gentleman passed many months in the Eastern Seas, engaged in scientific researches. These he pursued in the most infested waters of the Archipelago, and in perfect safety; yet he navigated them in a native prahu, rigged in European fashion, and manned by a Malay crew. He embodied the results of his explorations in an ample quarto; but, although it abounds with allusions to Malay piracies, and sets forth the names and burthen of the vessels, European and others—one of 450 tons—which had been attacked by Sooloos, by Malays, by the Lanuns of Sambas, and by the Borneons of Borneo Proper, it does not, from the first page to the last, contain a single allusion to Dyak piracy. If during the period of fifty years, over which these exploits extend, the Dyaks, especially those of Serebas and Sakarran, had distinguished themselves after the mode of their Malay neighbours, is it probable that their deeds would have remained unchronicled by this writer?

In his "Narrative of the United States' Exploring Expedition," Captain Charles Wilkes mentions Borneo, and speaks of Sir James Brooke and Sarawak. He also alludes to the Malay pirates, enters into some account of their polity, and specifies their chief resorts; but not once does he speak of the Dyaks as comprised in the same category, though he alludes to the Sarawak Dyaks and to their customs.

The testimony of Mr. Dalton, an Englishman, who in 1827 went from Singapore to Coti, on the south-east coast of Borneo, fully corroborates the statements of the previously-quoted writers. This gentleman resided for fifteen months amongst the Dyaks, at Tongarron, the capital of the most powerful chief of those parts, who adopted him as a brother, and familiarized him with native customs. Mr. Dalton died shortly after his return to Singapore, but his notes—the embodied results of his experience—were published in the "Singapore Chronicle," and may now be found in "Moore's Notices of the Malayan Archipelago." In these he specifies the tribes of Malays who are pirates, and enumerates their haunts, but never once makes mention of Dyak piracy.

Mr. G. W. Earl is another writer whose evidence (*vide* his "Eastern Seas,") confirms the fact of Malay piracy, whilst it also corroborates the testimony of all previous writers, that the Dyaks are not addicted to it, and that it does not form their national characteristic. He does, however, in one place, seem to implicate them in the charge indirectly. But it will be seen that, in entertaining this accusation, there are certain circumstances in connection with it which must be taken into consideration, and which satisfactorily show that the excursions of the Sakarran and Serebas Dyaks are not only very different from the piratical forays of the Malays, with which they have been confounded; but that, for similar reasons, the same charge is equally applicable to the Dyaks of Sarawak, and to the whole of the Dyak tribes of Borneo.

We have next, in one of Sir James Brooke's own oracles, additional evidence that the allegation of piracy against the Dyaks is unfounded. The volume, entitled "Sarawak and its Productions," purports to be written by Hugh Low, Esq., Colonial Secretary at Labuan. It was dedicated to Sir James Brooke, who may be presumed to have been cognizant of its contents. We believe, therefore, that Mr. Low may be cited as a competent authority. Speaking of piracy he says:

"Piracy, which is considered in Europe to be proper to the nature of every Malay, *has* NEVER *been carried on by the natives of the western coast of Borneo.*"

NEVER! And who are these natives? The Dyaks, not the Malays; for in the very next passage Mr. Low proceeds to distinguish between them, as if he had anticipated that there would one day be occasion to do the Dyaks justice, and to save them from being involved in the transgressions of their neighbours. He continues:

"It is true that formidable fleets were sent from Sambas, and that many ships were taken to Brunê, but the chiefs of both these towns, the inhabitants of which are by far the most dissolute on the island, *were Illanuns*, or at least immediately connected with them. * * * Though the pirates were encouraged by the rulers of the west coast (Malays), *it does not appear that they have succeeded in inducing the natives of it themselves to go on piratical cruizes.* * * * *Piracy does not therefore appear to have been proper to the native inhabitants of the west coast of Borneo*, though frequently carried on from its ports: at present the coast is annually infested by the fleets from the Sooloo Archipelago, which, leaving their own islands, situated on the north-east coast of Borneo, about the middle of the north-east mousoon, sail round the island with a fair wind, stretching across to the coasts of Java, Banca, Singapore, and the Peninsula, and visiting all the islands in their way, attacking all the trading boats they meet, and carrying their crews into slavery, frequently landing and capturing the whole of the inhabitants of small villages."

This appears conclusive enough, and confirms the fact of piracy as a characteristic of the Malay tribes only, whilst it distinctly exonerates the Dyaks from it. Mr. Low further specifies some of the vessels which have been attacked by them, and dwells upon the strength of the fleets which annually sail from the Sooloo Archipelago, stating them to be very numerous; six squadrons, of from five to eleven boats each, having passed the Sarawak river during that season alone.

And here we would allude to the suspicious pertinacity with which certain journalists persist in confounding the Dyaks with these Malays. Only two days after the last Parliamentary debate on the Naval Estimates, one of them said:

"We are too well informed upon the subject to become the dupes of any man of talk who endeavours to persuade us that the pitiless ruffians who haunt the Eastern Seas are merely pirates such as Mr. Planche would conceive, and Madame Celeste place upon the boards of the Adelphi. These Bornean ruffians are not mere marine Arcadians with blowpipes, but well armed and resolute men, who have constantly perpetrated hideous massacres, and would do so again if a timely check had not been given to their proceedings."

As a bit of smart writing, this may possibly pass muster, as it may likewise have served its purpose. But what tribe is here referred to under the sweeping cognomen of "these Bornean ruffians?" Clearly all the tribes of Borneo—Dyak and Malay. Here then we find a self-styled "too well-informed" leader of public opinion knowingly and deliberately asserting what is untrue, and purposely confounding two tribes distinct in character as they are in habits. Either all the evidence we have quoted is unworthy of credit, or it is substantially correct; but in the latter case it is manifest that the supporters of Sir James Brooke have been attempting to hoodwink the public, with a view to screen him from its indignation for having instigated the massacre of the 31st July.

Assuredly we do not assert that the Malays are harmless. We believe them to be cruel, desperate, and lawless, and most dangerous foes to all whom they encounter in their seas. Neither do we consider "Dyak head-hunting as an innocent amusement." We shall treat in due place of the manner of suppressing these practices, which—not less than our opponents—we deem absolutely necessary should be suppressed; but we do maintain our conviction that it was never within the purview of Government to put an end to them by the same means, as it never was its intention that the two should be identified under the same head.

But to return to Mr. Low. Although this gentleman does not once make a direct charge of piracy against the Dyaks, on several occasions, when speaking

of their head-hunting expeditions—especially those of the Serebas and Sakarran—he designates them as "piratical excursions." On this head, however, Mr. Low cannot be regarded as an unprejudiced authority. Naturally enough he has a leaning to take a Sarawak view of the subject, to paint facts in Sarawak colours, and to support Sarawak influence. But it is only fair to acknowledge that his volume is written in as independent a spirit as, under the circumstances and in his position, could be expected.

Sir Edward Belcher in his account of the "Voyage of Her Majesty's ship 'Samarang'" treats exclusively of the subject of piracy; but he never once mentions having encountered a fleet of Dyak pirates, nor even alludes to Dyak piracy as existing at all, excepting upon the authority of Sir James Brooke and Captain Keppel. And Sir Edward is particular in noticing this fact. The cruize of the "Samarang" extended over a period of three years, during which time she scoured the waters of the Eastern Archipelago, and several times encountered pirates, or prahus suspected of being piratical. In every instance these pirate vessels are stated to be Lanun or Malay. When she gets into the Borneon rivers, however, and her Commander—though too late to take any part in the fray—has occasion to allude to the attack on Patusan, we find him for the first time speaking of the Dyaks as "pirates;" not upon his own authority, but again upon that of Sir James Brooke and Captain Keppel. Sir Edward Belcher heard them called pirates, and he believed the fact; possibly without inquiring further into the matter. If his evidence on this head could be procured, we entertain little doubt but that it would bear out our assertion.

Mr. Midshipman Marryatt can scarcely be considered as an authority, whatever value may be attached to his narrative as a record of facts. Taken for what it is worth, however, it corroborates our view of the case. In particular instances—especially with reference to the attack on Bruné—it is rather too out-spoken and circumstantial to suite the taste of some who were engaged in that nefarious transfaction.

The volumes of Captain Keppel and of Captain Mundy, though bearing their names as the authors, are mere compilations from the journals of Sir James Brooke, and from private letters written to his friends in England. For this reason we cannot quote them as authorities, since it is not they who speak, but Sir James Brooke himself, who gives evidence on a subject which he is directly interested in colouring to a particular shade.

It would be no difficult task to quote, from the numerous authorities who treat of the Eastern Archipelago, passages in support of the one striking fact, that the Dyaks are not pirates. We have carefully perused them, directing our attention to this point in particular. And we have not confined our investigations to those authors whose works more especially refer to the Archipelago, but have consulted the others whose field of operations was more remote and general, deeming it possible that some of them, whilst treating incidentally and in general terms of piracy, might speak in the same cursory manner of Dyak piracy also. But in this respect our researches have proved utterly unsuccessful. The earlier Portuguese, the Spanish, and the Dutch writers on the Eastern Archipelago; Van der Worm, Kempfer, Valenty, De la Loubere, Hamilton, Marsden, Harris, Dalrymple, Hakluyt, De Siebold, Temminck, the Baron Von Hoëvel De Carnbee, the "Moniteur des Indes," the "Tydischrift Voor Nederlandish," and a multitude of other authorities, British and foreign, are perfectly unanimous upon this point. Such of them as mention the Dyaks by name absolve them entirely from the charge of piracy; or, when they treat of piracy at all, designate it as a characteristic of the Malay tribes. The inference in the latter case is as convincing and conclusive as the positive testimony in the former.

Ethnology, Character, Habits, and Customs of the Dyaks.

All the authorities we have consulted are likewise unanimous in their description of the character and of the habits and customs of the Dyaks. They are described as being found scattered in small tribes over the face of the island of Borneo, the most numerous of them congregating in villages situated on the borders of the large rivers and inland lakes. They are divided into two distinct

classes, namely, the Orang Kyan, or men of the interior, respecting which branch very little is known; and the coastwise Dyaks, who are called after the name of the river on the banks of which they reside; such, for instance, as the Serebas, Sakarran, or Sarawak Orang Kyan. It may be well to state that Kyan is the generic term for the aboriginal race, in contradistinction to the Malay. The term Dyak appears to be employed to distinguish the river tribes in the mass from the Orang Kyan or hill-tribes. It will, therefore, be understood that we use the word in this sense. Sir James Brooke and those who quote from his journals, have subdivided these Dyaks into two classes, which they designate respectively as the land Dyaks and the sea Dyaks. The latter dwell on the coast and on the banks of the rivers near it; the former inhabit further inland, and are said to be descended from the hill-tribes. But this distinction appears to be merely nominal, the only real difference being the one we have mentioned. It seems, however, that the more inland families of the Dyaks are of somewhat quieter habits than their brethren on the coast, and hence have been set down as a distinct variety.

The Dyaks, especially those who dwell on or near the coast, are bolder and more venturesome than the Kyans; but they all entertain in common a superstitious dread of fire-arms, believing that the bullet possesses the power of pursuing them anywhere: thus, when they hear the report of a musket, they flee into the jungle to escape from harm. Taking advantage of this superstitious fear, the Malays, who are infinitely inferior in physical strength to the Kyans and Dyaks, keep possession of the country and the government; the aboriginal tribes being under the dominion of some one tribe of their own race, more powerful than the rest. Their weapons are the sumpitan or blow-pipe, through which they discharge poisoned arrows, and they also use a spear of which the barb is poisoned. They are extremely expert in throwing these missiles, and equally dexterous in the use of a shield, made of wicker, which they employ to defend themselves. They reside in thatched bamboo-houses erected upon piles, and which are generally all joined together by a verandah or kind of stage running along the front. These they ascend into by means of ladders, which are always pulled when they retire to rest, or when they flee to them for refuge. Their principal food is fruit, rice, and sago, particularly the latter two, which they cultivate in large quantities; but they likewise eat pork, fish, and the flesh of deer and other animals procured by the chase. They are much given to trading, and barter diamonds, gold-dust, bees'-wax, and sometimes iron, for red and blue cotton-cloths, brass wire, tobacco, and salt. They are hospitable to strangers, but somewhat shy and reserved in their manner towards them at first. When, however, this bashfulness has worn off, they become frank and confiding; in which respect they differ essentially from the Malays, who are crafty and treacherous. They are represented as extremely docile; and their domestic relations towards members of their own family or tribe are of a mild nature, according with their disposition. Like all savage nations, however, the various communities into which they are broken up are constantly at war with one another, and hereditary feuds are perpetuated by the dreadful custom of sacrificing a human being on certain solemn occasions, in order that the head may grace the ceremonies: such, for instance, as on the conclusion of peace between two tribes, on the burial of a chief, and on the marriage of any member of the tribe. The same cause also keeps them in a state of warfare with the Malays and Chinese on the coast, and the consequence is that the entire community is ever on the alert, fearing a surprise.

The foregoing portraiture of the Dyaks, condensed from the various authorities referred to in the preceding pages, would be incomplete without the following sketch of them, from Sir James Brooke's own hand, as given in a pamphlet published in 1842, and entitled, "A Letter from Borneo." It was his first publication relative to his proceedings at Sarawak. At page 18 he says:

"The Dyaks, by far the most interesting portion of the inhabitants, are confined almost entirely to the mountainous country, where they have fastnesses, to which they fly on the slightest alarm. These people are mild, industrious, and so scrupulously honest, that a single case of theft has not come under my observation, even when surrounded by objects easily appropriated, and tempting from their novelty. In their domestic lives they are amiable, and addicted to none of the glaring vices of a wild state. They marry but one wife, and their women are always quoted amongst the Malays as remarkable for

chastity, nor are they degraded, as in many communities. The head-hunting, or taking the heads of their enemies, is a feature in warfare by no means new or extraordinary, and, similar to the scalping of the North American Indian, is a trophy of victory and prowess. Amongst the Dyaks, this custom is confined entirely to the heads of enemies, and is the effect, and not the cause, of war. Their wars are by no means bloody, and are never carried on but by small companies, who enter on the enemies' ground, and lay in ambush for parties or individuals of their foes."

Thus it will be seen that, on the whole, the Dyaks present an exceedingly favourable specimen of savage human nature, possessing many qualities which would render their civilization a comparatively easy task. The custom of human sacrifices, which prevails amongst all the tribes, without exception, is one common to all aboriginal nations, and appears to originate in the same cause—superstition. Even their barbarous head-hunting excursions are, to some extent, extenuated by Sir James Brooke himself. Amongst the hill Dyaks, he says that the practice of taking the heads of their enemies is the *effect*, and not the cause, of war. But amongst the sea Dyaks the desire of procuring these hideous originates wars, as we shall have occasion to show in the next section.

Origin of the Dyak custom of Head-Hunting.

It has been urged by our opponents, and the argument was calculated to find a certain amount of favour, that if the Dyaks of Serebas and Sakarran were innocent of piracy, they were guilty of head-hunting, and were, therefore, not the less deserving of the punishment inflicted upon them by Sir James Brooke. Such a mode of reasoning reminds one of the fable of the "Wolf and the Lamb." Revolting as the practice may be of making excursions having for their object the acquisition of human heads, it was certainly not one of which the Government of this country ever contemplated the suppression by the destruction of those who were addicted to it. With as much consistency might it be argued that similar measures ought to be employed for putting down cannibalism amongst the South Sea Islanders, and scalping amongst the North American Indians. Now, in all these cases, much greater horror is manifested at the idea of appropriating a human head or a scalp as a trophy, or of eating the flesh of a slain enemy, than at the taking of the life which two of those acts either precede or involve. In our estimation, however, the killing of the individual is by far the worst feature in them. Whether the civilized warrior, who wears a medal to denote his participation in the slaughter of some thousands of his fellow-creatures, or who carries their heads in his purse, transformed into golden effigies of Her Majesty, is virtually less barbarous than the Dyak, who wears his enemy's dried skull at his girdle, or than the Indian, who, in like manner, displays his foe's scalp, is a question upon which it is not our province here to offer an opinion. It is nevertheless demonstrable, that the desire to acquire honour and distinction is the only incentive which induces both the savage and civilized man to engage in warfare; and what the ribbon and the star are to the one, the head and the scalp are to the other. But the Dyaks are urged by an additional and a yet more powerful impulse to make war, for the sake of the hideous trophy they covet; and we intreat attention to the peculiar influences which are in operation amongst them, and which tend to the perpetuation of this revolting custom of head-hunting.

"One of their customs," says Mr. Earl, "derived from their creed, exercises the greatest influence over their mode of life. This is the custom of head-hunting, *and it arises from a superstitious belief on their part, that the owner of every human head which they can procure will serve them in the next world.* The system of human sacrifice is, upon this account, carried to an extent totally unsurpassed. A man cannot marry until he has procured a human head; and he who is in possession of several may be distinguished by his proud and lofty bearing; for according to the number of heads which a man has obtained, his rank in the other world will, he believes, be regulated; and this opinion naturally induces his associates to consider him entitled to superior consideration upon earth. A man of consequence cannot be inhumed until a human head has been procured by his friends; and at the conclusion of peace between two tribes, the chief of each presents to the other a prisoner to be sacri-

ficed on the spot. But the loss of human life occasioned by these last-named ceremonials falls far short of that which is produced by the necessity of obtaining a human head to grace the marriage-rites—a necessity which must in course of time have depopulated the island, had the natives been permitted to cut off the heads of persons belonging to their own tribe, *instead of being obliged to confine their aggressions to strangers.*"

This last fact is worthy of particular notice, as offering a satisfactory explanation of the indiscriminate attacks which the Dyaks are said to make upon strangers; but especially upon the Chinese settlers on the coast, and upon other Dyak tribes in their vicinity. But Mr. Earl is singularly explicit on this point:

"The chiefs sometimes *make excursions of considerable duration for the sole purpose of acquiring heads*, in order that they may be assured of having a numerous body of attendants in the next world. If they are at peace with their neighbours, *they proceed in their canoes to the more distant parts of the country, to which the numerous ramifications of the rivers afford them easy access.* * * * A year or two before my arrival on the coast (1832-33-34), the entire population of Slaku, a town situated a few miles distant from the mouth of the Sambas river, was cut off during the night by a powerful tribe of wild Dyaks from the north-west coast; and although the town, which was occupied chiefly by Chinese, contained large quantities of rich merchandise, *they were contented with the iron and trifles, with which, together with the heads of their victims,* they departed unmolested to their homes. Their canoes were made from a single tree, but were much larger than those used by the tribes inhabiting the banks of the rivers, some of them having contained from forty to fifty men. They swept the whole coast, from their native place, Serassan,* to Sambas. The Malays of Sambas fled at the first symptoms of their approach, though they might easily have stopped the career of the Dyaks, who entertain the greatest dread of fire-arms, believing that there is no limit to their range, and that an object which can be perceived, however distant, may be struck by a musket-ball. But this custom is apparently general only among the tribes inhabiting the large rivers, on which distant voyages can be made with facility, the Dyaks in the northern parts of the island (the Kyans) being content with an occasional human sacrifice on the death of a chief."

"The west coast of Borneo, from the mouth of the Sambas river to Point Datu, the north-west extremity, with the exception of the Dyak town of Sarawak, is very little known, even to the Malays. No extensive river has been found there; and as the Dyak tribes which inhabit the banks of the numerous creeks have not yet been tamed by communication with foreigners, *and are always in want of human heads, the native traders have no inducement to visit these districts* in the furtherance of their commercial pursuits. * * * The north-west coast from Point Datu to Borneo Proper, an extent of nearly three hundred miles, is scarcely known even to the native trader, although it is held to be as rich in natural productions as any other part of the island. The country is occupied by several powerful Dyak tribes, differing only in dialect, *who here, as elsewhere, are engaged in a perpetual warfare. The most adventurous of these tribes is that of Serassan,* a spot about a hundred miles to the eastward of Sarawak*, the people of which are said by the Malays to be of a more lofty stature than the others; a statement which, I suspect, must be considered as meaning only that the tribe is more powerful. *They sometimes make long voyages down the coast, and their murderous visit to Sambas has already been mentioned. The Dyaks, however, are not the sole occupants of this part of the coast; for the Lanuns, a piratical people from the Island of Magindanao, are established in several of the harbours, where they live chiefly in their prahus, which are from twenty to sixty tons burthen. During the south-east monsoon, a proportion of these vessels cruise in the more civilised parts of the Archipelago, chiefly near the entrance of the Straits leading to Singapore, where they attack and plunder the prahus of the native traders, and when about to return to their haunts in Borneo, generally manage to surprise some small town or village, the entire population of which is often carried away into slavery.* During the absence of the fleet, the women and children remain on the coast

* Does Mr. Earl mean *Sakarran?* Serassan or Sirhassan is one of the Natunas; and the natives (Malays) are amongst the most ferocious of the piratical communities that infest these parts.—*Editor.*

of Borneo, with the rest of the prahus, to take charge of the booty already collected; and as the females are nearly as warlike as the men, and understand the use of fire-arms, *they are considered sufficiently powerful to beat off the Dyaks*, from whom alone they are liable to molestation. *The Dyaks and the Lanuns, indeed, occasionally join forces; in which case the human heads and the iron procured in the cruise down the coast are claimed by the former, the remainder of the plunder being resigned to the Lanuns.*"

Assuredly we do not seek to justify the wholesale massacres to which this superstition gives rise; but when we take into consideration the influence that a religious superstition exercises over the human mind, even when it has been disciplined by education and refined by civilisation, greater allowances ought to be made for those who have not only never had similar advantages extended to them, but been brought up to regard as highly meritorious deeds which the inculcation of a more elevated morality would lead them to condemn.

Great ridicule has been cast upon the individuals who have advocated the employment of mild and persuasive measures for the eradication of this dreadful custom, and their suggestions have been treated as mental aberrations, arising not less from a "mistaken humanity" than from actual ignorance of the real character of the men they desired rather to reclaim than to see destroyed. Let us, however, examine how far this "mistaken humanity" of theirs is borne out by Mr. Earl—an authority on the disposition and manners of the Dyaks, whom Mr. Hawes considered of sufficient weight to quote before the assembled wisdom of the country, in the debate of the 22nd July last:—

"From the horrid practice of human sacrifice which obtains among the Dyaks, it may be thought that all attempts to improve them would be hopeless; but before we arrive at such a conclusion, a glance should be taken at the ancient history of Great Britain. So far from being irreclaimable, the dreadful nature of their mode of life renders them more willing to adopt milder customs; and I feel confident in asserting that no people on earth are so susceptible of civilization. This has been proved by the readiness with which the tribes occupying the country near the Settlement of the Malays and Bugis have adopted the Mahomedan religion, almost without an effort on the part of their converters; for the Malays, farther advanced in knowledge, but infinitely inferior in natural disposition to the Dyaks, took no pains to induce them to discontinue their practice of wholesale murder, rather regarding their attacks upon each other as actions affording amusement. *The Dyaks in the Chinese territory have totally abandoned their barbarous customs*, and are milder in their conduct, and apparently in their disposition, than any of the natives of the Archipelago that I have met with. The horrid massacres perpetrated by the wilder Dyaks would seem to sanction a contrary opinion; but it must be considered that the individuals who now engage in these frightful outrages have been brought up from infancy to consider the slaying of a fellow-creature in the light of a meritorious action, in fact, one of the most acceptable services which they could perform. Should the view I have taken of the character of these people be correct, their shocking pursuit of human victims will only tend to show how strong an influence the force of habit, and the circulation of particular doctrines, can exercise over minds naturally indisposed to cruelty. *Freedom of commerce, which has hitherto been found the best instrument of civilization, would rapidly improve the condition of these people; and were an European Settlement, with a free port, established on one of the numerous large rivers, the Dyaks would soon be brought into communication with it, for they are greatly addicted to commerce, and spare no pains to procure articles of foreign manufacture for which they have acquired a taste.*"

No comment of ours could possibly add to the force of the foregoing observations. The opinions and views of Mr. Earl are the same as those that seem to have been at one time cherished by Sir James Brooke, and the ostentatious display of which secured him so many friends in England, who hoped to see him carry out in practice those enlarged and humane projects for the civilization of the Dyaks, that in theory he so strenuously advocated.

Head-Hunting not confined to the Dyaks of Serebas and Sakarran.

Amongst other errors which the supporters of Sir James Brooke have

sought to propagate, there is one that merits special notice. With a view to deprive the Serebas and Sakarran Dyaks of all claim to public sympathy, they have been made to figure, not only as pirates, but as the only tribes addicted to head-hunting. The charge of piracy we have disposed of, and there is no lack of evidence to disprove the second accusation. Sir James Brooke's journals teem with passages, in which, whilst narrating his excursions into the interior, and his visits to the various tribes of Dyaks, he alludes to the heads that the Chiefs and others exhibited to him, and that he saw adorning their dwellings. In one of these huts there were so many of them, that one of his companions facetiously called it a "scullery." His own "pet Dyaks" of Sarawak are as anxious as the rest to acquire these trophies, and make frequent inroads upon the neighbouring tribes for the express purpose of procuring them. He has on many occasions been occasions been compelled—at least, so he states—to punish the eager young warriors who had succeeded in securing heads under similar circumstances, and unknown to him. It will be seen nevertheless, that he has greatly encouraged this abominable practice, by enlisting against the Serebas and Sakarrans, the Dyaks of Sarawak and its vicinity, the hereditary foes of the former, letting them loose into the interior of the invaded territory to destroy the inhabitants and to carry off their heads. After the murderous affair off the Kalukka river, on the 31st July, 1849, we are told that, "in addition to the loss in action, the enemy suffered most severely, being followed in the jungle by the Dyaks, who *like blood-hounds tracked and hunted them down, cutting their heads off, and bringing them in as a proof of victory.*"

Later still—that is, on the 24th September of the same year—the Rev. F. T. M'Dougall writes thus from Sarawak to the Borneo Church Mission Institution:—

"Last week the Orang Kaya and other head-men were called down by the Rajah to be reprimanded and punished, *because they had joined in a war against some far inland tribes, and some heads had been taken by our people*, who were made by the Rajah to return them, and to pay a heavy fine to those whom they had injured."

Numerous extracts of similar purport might be cited, though the foregoing ought to suffice, we think, to show that the Dyaks of Sarawak, whom Sir James Brooke holds up as so far superior to those of Serebas and Sakarran, are as much addicted to the practice of head-hunting as the other tribes, and perpetrate atrocities equally revolting when engaged in this barbarous warfare. In further corroboration of this fact, we will conclude the present section of our inquiry, by adducing a piece of evidence yet more recently contributed by Sir James Brooke himself. In reply to a request, made by Lord Palmerston on the 1st January, 1850, that Sir James Brooke would explain the circumstances which had led him to offer rewards for the capture of Dyak women and children, Sir James Brooke writes thus to his Lordship:—

"For several years past rewards have been given for all prisoners made during the expeditions against the pirates, more especially in the case of women and children. The rewards alluded to in my despatch of the 1st October, 1849, were paid to the captors of women and children taken during the expedition under Captain Farquhar, *in order to prevent their putting captives to death*, or reducing them to slavery. * * * This mode of dealing with the pirates has always been found to have a beneficial effect, and is calculated *to introduce a humane system of warfare.*"

Sir James Brooke here admits that his "pet," or model Dyaks, are in the habit of putting their captives to death—even the women and the children; that their system of warfare *is inhuman;* and that he is obliged to bribe them to induce them to abstain from cruelty.

We are inclined to believe that no one who investigates this question, with the intention of discussing it upon its own merits, will, after reading the evidence we have quoted, confound with piracy the head-hunting expeditions of the Dyaks, bad as they are, and inexcusable, save as the effect of a deeply-rooted superstition, but which it is the province of Christian instruction to eradicate, aided by the civilizing influence of commerce.

Intertribal Warfare shown to prevail amongst the Dyaks.

Sir James Brooke denies that the various tribes of Dyaks live in a state of warfare with one another, and his supporters maintain a similar opinion. We cannot, then, do better than quote from the Rajah's journals a few passages, which we will leave them to reconcile with this denial.

In the first place, when Rajah Brooke first visited Sarawak, and expressed to Muda Hassim his intention of travelling amongst the Dyaks, the latter personage cheerfully consented to his visiting those of Lundu and Sadong, but strongly advised him "*to avoid Serebas, because they were inimical to his government, and a skirmish had lately taken place between them and his subjects.*"

During this excursion, we find him frequenting the principal Chiefs of the Lundu branch of the Sibnyou Dyaks, subsequently designated by himself as his "pet tribe;" speaking of whom he says:

"Some thirty or forty skulls were hanging from the roof of the apartment; and I was informed that they had many more in their possession; all, *however, the heads of enemies, chiefly of the tribe of Serebas.* I was told that it was indispensably necessary a young man should procure a skull before he gets married, and that it was a custom established from time immemorial, and could not be dispensed with. I asked a young unmarried man when he would go to get a head? He replied, 'Soon.' *Where would he go to get one? To the Serebas river.*"

He also pays a flying visit to the Sibnyou Dyaks of the Sadong. These—

"Like their Lundu brethren *and other Dyaks*, have a collection of heads hanging at the entrance of their Chief's private apartments. *Some of these heads were fresh*, and with the utmost *sang froid* they told us *they were women's.* They declared, however, *they never took any heads but of their enemies*, and that these women, unhappy victims! *had belonged to a distant tribe.*"

* * * * *

"Silakow is not far from Lundu, near the territory of Sambas. The Kurahs live in the same neighbourhood, half-a-day's journey from Sibnyou. Among *these* tribes they never have had war, but the *Dyaks of Serebas sometimes attack them.* The Serebas tribe is strong, and fond of fighting."

* * * * *

"And, lastly, came Pangeran Jedut from Serebas, with information that the Dyaks of that name, *in consequence of a war with Linga*, could not come here."

* * * * *

"At this time Seriff Jaffer, from Linga, arrived with about seventy men, Malays and Dyaks of Balow. The river being situated close to Serebas, *and incessant hostilities being waged between the two places*, he, with his followers, were both more active and warlike than the Borneons; *but their warfare consists in closing hand to hand with spear and sword*, and they scarcely understand the use of firearms."

* * * * *

"We fell in with a party of Balows, who were building a prahu up a short creek. The Pangerans instantly swore they were the most treacherous and perfidious of the Dyak tribes, and assured me I should be murdered or maimed if I ventured near them. * * * They dislike the Malays, and few of their people will venture among them. * * * They are friendly with the Sibnyous, *but at deadly feud with the Serebas*, and they seemed proud when they told me that the prahu they were making was meant for a cruise against those enemies."

* * * * *

"The prahus of the Balows are carved about their high sterns, which distinguishes them from the plain boats of Sakarran and Serebas. They are represented as very brave, *and are engaged in ceaseless warfare with their neighbours*, against whom they maintain themselves, though very inferior in number."

The foregoing extracts are all from Sir James Brooke's journals, as published by Captains Keppel and Mundy. Mr. Low, another Sarawak oracle, writes:

"The wars of the Dyaks are very frequent, and more bloody than those of the Malays or the land tribes; *many of the feuds, in which the Dyaks of Serebas and Sakarran are now engaged, are quarrels which arose in the time of their ancestors,* and the ostensible object in carrying on of which now is, that the balance of heads may be settled."

Yet, in the teeth of these statements, and of many similar ones which will be found in the extracts we have given in previous sections, from the same authorities, Sir James Brooke makes oath as follows:

"Deponent further saith, that *no feud exists between Sarawak and the two piratical rivers of Serebas and Sakarran, beyond the ill-feeling which has been raised in consequence of the Serebas and Sakarran people so frequently killing the people of Sarawak,* and pirating on the sea-shore."

We cannot pretend to determine what the deponent intended should be understood by the term "ill-feeling," under such circumstances, nor how he can reconcile his own written testimony, as to the existence of such feuds, with the foregoing denial of it, and with the subjoined statement to Lord Palmerston, where, alluding to certain assertions made respecting these two tribes, he says:

"These assertions are, that the Serebas and Sakarrans are not piratical; that their depredations are to be considered merely as the petty feud between hostile tribes; and that these communities differ in no respect in their mode of carrying on war from the other communities of the coast. So far, however, are these *vague assertions from the fact,* that it can be proved by any amount of testimony required, first, that the difference between the Malay and Dyak communities of Serebas and Sakarran and *the other communities* is, that the former indiscriminately capture every vessel that they can overcome on the high seas, and devastate the entire coast; whilst the latter respect strangers, commit no piracy, *and are guilty of no aggressions on their neighbours;* secondly, that there are thirty or forty communities, on the coast of Borneo, living at peace one with another, who all suffer from, and therefore *are all at enmity,* with these pirates (?); and that if it is to be regarded in the light of a legitimate warfare, carried on by independent communities, these people are not only at war with every other Malayan and Dyak district, but also with the Netherland Government of Sambas, Pontianak, &c., whose territories were incessantly ravaged previous to the active measures resorted to in order to check the system of depredations."

Under the first head, Sir James Brooke distinctly denies the truth of his previous statements; under the second, he unintentionally corroborates the very facts he seems so anxious to invalidate—that the Serebas and Sakarrans are at enmity with all their neighbours, and that all their neighbours are at enmity with them, as Mr. Earl, Mr. Low, and his own self, testify in numerous places. But the reader has the evidence before him, and can form his own judgment upon the matter.

The Dyaks of Serebas and Sakarran first accused of Piracy by Sir James Brooke.

We have shown that, up to a certain period, no writer on the subject of the Eastern Archipelago, and the tribes inhabiting it, ever charged the Dyaks of Borneo with piracy. We shall now proceed to prove that the public is indebted to Sir James Brooke alone for that piece of information; and therefore he is alone responsible for the disastrous results it has produced. We would, however, advert, in passing, to the following passage in Mr. Earl's "Eastern Seas," in which he seems indirectly to implicate the Dyaks of Serebas and Sakarran in the piracies of their Malay neighbours. Speaking of the Illanuns, who are established in several of the harbours on the coast of Borneo, and of their piratical excursions, he adds:

"*The Dyaks*" (meaning, we suppose, those of Serebas and Sakarran*) "*and the Illanuns, indeed, occasionally join forces; in which case the human heads and the iron procured in the cruize down the coast are claimed by the former, the remainder of the plunder being resigned to the Illanuns.*"

Now this is the only passage in the above writer, or in any of the numerous others who have treated of the Eastern Archipelago and of the tribes inhabiting

* *Vide* note, *ante*, page 368.

it, that implicates the Dyaks in the piracies of their neighbours the Illanùns, &c.; and let it be remarked that, even in this instance, they are involved in them as accessories, not principals, whilst the fact itself is dwelt upon as exceptional, and the instances as occasional. We will not, of course, contend, if any Dyaks were captured on board an Illanun or Malay fleet, actually engaged in the commission of piracy, that they would not justly be liable to the penalties the crime entails; for though they might have been actuated by a fanatic and superstitious belief to engage in the act, the law would take cognizance only of that act. But this is not the question. Sir James Brooke accuses the Dyaks of piracy, and in the most general terms, and on that plea proceeds to exterminate them. We deny the fact of their being pirates, and produce overwhelming evidence in support of it. Weighing Mr. Earl's statements one against the other (*vide* pages 367 and 368), we believe no one will accuse us of dealing unfairly with the subject, when we say that his testimony fully agrees with that of all previous writers in exonerating the Dyaks of Borneo from the charge of piracy, whilst, in common with it, it specially designates the Malays, Sooloos, Illanuns, &c., as being pirates by profession.

We will now return to Sir James Brooke.

The first mention he makes of the Serebas tribes as *pirates* is under date of September 27, 1839. He was then cruizing, after a visit to the Rajah Muda Hassim, at Sarawak, in the Sadong river, the eastern boundary of the Sarawak territory. The paragraph is headed "Pirate attack;" but we leave the reader to judge of its true character:

"The first part of the night was dark, and the Panglima in his prahu, with twelve men, lay close to the shore, and under the dark shadow of the hill. About 9 o'clock the attention of the watch on deck was attracted by some bustle ashore, and it soon swelled to the wildest cries; the only word we could distinguish, however, being 'Dyak! Dyak!' All hands were instantly on deck. I gave the order to charge and fire a gun with a blank cartridge, and in the meantime, lit a blue light. The gig was lowered, a few muskets and cutlasses thrown into her, and I started in the hope of rescuing our poor Malay friends. The vessel meanwhile was prepared for defence, for we were ignorant of the number, the strength, or even the description of the assailants. I met the Panglima's boat pulling towards the vessel, and returned with her, considering it useless and rash to pursue the foe. The story is soon told. A fire had been lit on the shore, and, after the people had eaten, they anchored their boat, and, according to their custom, went to sleep. *The fire had probably attracted the roving Serebas Dyaks, who stole upon them, took them by surprise, and would inevitably have cut them off, but for our presence.* They attacked the prahu fiercely with their spears. Five out of twelve jumped into the water, and swam ashore; and the Panglima Rajah was wounded severely. When our blue light was seen, they desisted; and, directly the gun was fired, paddled away fast. We never saw them. * * * A dozen or two of Dyak spears were left in the Malay boats, which I got. Some were well shaped, with iron heads; *but the mass, simply pieces of hard wood, sharp-pointed,* which they hurl in great numbers. *Fire-arms the Dyaks had none.*"

Rightly to comprehend the nature of this so-called piratical attack, the reader will bear in mind a circumstance already referred to, namely, that only so recently as the 18th of August preceding, on Sir James Brooke intimating to the Rajah his intention of visiting the country of the Dyaks of Lundu, &c., the Rajah told him that if he went up the rivers he (the Rajah) could not be answerable for his safety, as the rebels were not far distant, and constantly on the watch. "*Serebas, another large Dyak town,*" continues Sir James Brooke, "*he advised me not to visit, as they were inimical to his government, and a skirmish had lately taken place between them and some of his subjects.*"

Thus this attack by the "pirates of Serebas," as it is called, turns out to have been act of reprisals by a war-party of that tribe, roving about in search of their foes, the two tribes being at enmity.

A little further on, when giving an account of the Dyak tribes, Sir James Brooke informs us that the "Serebas is the most predacious and wild on the coast."

At page 223 of Captain Keppel's work, the following entry from Sir James Brooke's journal appears:—

"Besides the Illanuns, there are two other descriptions of pirates infesting these seas: one, *the Dyaks of Sakarran and Serebas*, two predatory tribes already mentioned; the other called Balaginni, a wild people, represented to come from the northward of Sooloo. * * * I have before mentioned the arrival of 100 boats at Sarawak, *to request permission from the Rajah to ascend the river and attack a tribe towards Serebas. These Dyaks were chiefly from Sakarran, mixed with Serebas*, and with them three boats of the Malo tribe, whose residence is towards the Pontianak river. *The Sakarrans are the most powerful, the most predatory, and the most independent tribe on the north-west coast*, their dependence on Borneo being merely nominal. The latter are likewise predatory and numerous, but they are on good terms with all the coast tribes and with the Malays, whilst the Serebas are against all, and all are against them. * * * Their boats are built very long, raised at the stern, and the largest pulling as many as sixty paddles; but I should not think them very fast, and *any boat with a swivel might cut them up.* * * * *The manners* of these Dyaks toward us *were reserved, quiet, and independent. They stole nothing*, and in trading for small quantities of rice, bees-wax, cotton, and their cloths, showed a full knowledge of their relative value of the articles, or rather they priced their own at far above their proper worth."

Here we have a general charge of piracy brought against the Sakarran and Serebas tribes, who, nevertheless, politely come to the Rajah to request permission to cross his territory to attack a hostile tribe in the interior. Clear evidence this that their excursion was not what we find so frequently called a piratical one, but of the kind usual amongst barbarous people living in a constant state of warfare. These "pirates" are likewise described as quiet, reserved, independent, and honest in their manner and dealings, and, though so formidable, have boats which a "swivel might have cut up." But the chief charge against them, after that of piracy, is that they are the most powerful and independent on the north-west coast. Dangerous neighbours certainly to the Sarawakians.

In support of the view we take of the true character of this people, we may adduce an observation of Sir James Brooke's, on his referring, only in the very next page, to the expedition of these same Dyaks.

"The very idea," he says, "of letting 2,500 wild devils loose into the interior of the country is horrible; for though they *have one professed object*, they combine many others with it; *and being enemies of all the mountain tribes, they cut them up as much as they can.*"

Their "professed object" is head-taking; their "many others" are not stated. But we apprehend that when Sir James Brooke, the Christian civiliser and philanthropist, headed Muda Hassim's "wild devils" against the Rajah's Sarawak foes, he became a party to their misdeeds, and was even more directly responsible for their commission.

Sir James Brooke having become Rajah of Sarawak, prepared, in his new character, to attack the Serebas and Sakarrans, for reasons which will presently appear. We wish under this section to confine ourselves to producing the evidence adduced by Sir James Brooke in support of the charge of piracy which he has brought against these particular tribes. He proceeds to observe in his journal:—

"February 1st (1842), Matari, or the Sun, the Sakarran Chief, arrived with two boats, and paid me several visits. He assured me he wanted to enter into an agreement, to the effect that neither should injure the other. To this Treaty I was obliged to add the stipulation that he was neither to pirate by sea nor by land, and not to go, under any pretence, into the interior of the country. His shrewdness and cunning were remarkably displayed. He began by inquiring, if a tribe, either Sakarran or Serebas pirated on my territory, what I intended to do. My answer was, 'To enter their country, and lay it waste.' But he asked me again: 'You will give me, your friend, leave to steal a few heads occasionally?' 'No,' I replied, 'you cannot take a single head; you cannot enter the country: and if you or your countrymen do, I will have a hundred Sakarran heads for every one you take here.' He recurred to this request several times: 'just to steal one or two!' as a school-boy would ask for apples. There is no doubt *that the two tribes of Sakarran and Serebas are greatly addicted to head-hunting, and consider the possession* (of heads) *as indispensable.*"

Nothing can be more convincing than the statements here made as to the

real character of these so-called piratical expeditions. Sir James Brooke would make it appear that they are—as perhaps they may be—more inveterate head-hunters than any other tribe of the Dyaks, who are, nevertheless all addicted to it. He condemns it properly enough, and is indignant at being even solicited to become a party to the horrid custom. But what shall we say, then, of the threat he holds out in the very same breath? "I will have a hundred Sakarran heads for one if," &c. Has not the sequel shown that his highly Christian menace has been fulfilled to the very letter?

But Sir James Brooke—his feud with the doomed tribes becoming more deadly—soon speaks of them again, when detailing the causes and modes of war amongst the Dyaks generally. Treating of the custom common to all of taking heads, he says, in his "Letter from Borneo,"—

"This is the custom with these Dyaks universally; but it is otherwise with the Serebas and Sakarrans. The Serebas and Sakarrans are not fair examples of Dyak life, *as they are pirates as well as head-hunters*, and do not hesitate to destroy all persons they meet with."

Captain Keppel's second volume commences, and is in a great measure taken up, with detailing the attacks upon the people of Serebas and Sakarran by Her Majesty's ship "Dido." Captain Keppel appears to have taken for granted that the tribes he was to destroy were in truth pirates, but his authority was Sir James Brooke, who again refers to the particular tribes in question in his paper on "The Piracy of the Malayan Archipelago," included in Captain Keppel's volumes. From that paper we quote the following extract:—

"The Dyaks of Serebas and Sakarran were under the influence of two Arab Seriffs, who employed them on piratical excursions, and shared in equal parts the plunder obtained. I had once the opportunity of counting ninety-eight boats about to start on a cruise; and reckoning the crew of each boat at the moderate average of twenty-five men, it gives a body of 2,450 men on a piratical excursion. The piracies of these Arab Seriffs and their Dyaks were so notorious, that it is needless to detail them here."

For the present we have done with Captain Keppel, who appears to have regarded Sir James Brooke as an infallible authority on this subject, and who, when narrating anything respecting it in his own name, manifestly writes Sir James Brooke's journal over again. Captain Rodney Mundy's volumes are in every essential respect the counterpart of Captain Keppel's, with sundry additions from the common fount of information. The allusions to Malay, Illanun, and Sooloo piracy are numerous in both; but here is one in the second volume of Captain Rodney's work, which we do not find in either of Captain Keppel's. Sir James Brooke *loquitur*:

"*January* 18, 1845.—Some people informed me that *the Kyans do not make paltry excursions for the sake of heads, as do the Serebas and Sakarrans,* but attack countries on a more extended scale. This would be easier to deal with than the sly, insidious attacks of the Dyaks."

Here the "horrid piracies" of the tribes mentioned, became "paltry excursions for the sake of heads."

We have carefully gone through the Journals of Sir James Boooke, as presented to us in the volumes of Captains Keppel and Mundy, but cannot find any additional evidence to show that in a single instance where the Serebas and Sakarrans are said to have been guilty of piracies, their so-called piracies have any other character than that of head-hunting expeditions, carried on against the tribes of the vicinity, with whom they are constantly at war, and which expeditions are likewise common to the Dyaks of Sarawak.

Apparent grounds of the charge of Piracy against the Serebas and Sakarran Dyaks.

We have shown that, previously to Sir James Brooke's appearance on the stage of Sarawak history, not one of the numerous writers who had written on the Eastern Archipelago had ever accused the Dyaks of piracy. Finding this to be the case, then, and further, that he confines his accusation—general as it is—to two particular tribes, we must seek for some explanation of this singular fact.

We are, for this purpose, compelled to recur to the period when Sir James Brooke, having completed his tour into the Dyak country, after his first flying visit to Muda Hassim, returned to Sarawak, where he found the Rajah still engaged in endeavouring to suppress a rebellion. We are informed that Muda Hassim had, from the first, solicited Sir James Brooke's aid, and even thrown out hints of certain personal advantages to be derived from lending it at this important crisis in Sarawak affairs. Sir James Brooke was in no hurry to lend his assistance to the Rajah: he neither positively refused nor positively promised it. He did not feel sure of his ground. The overtures made to him overwhelmed him, so brilliant a prospect did they open to his ambition, and he doubted their being made in sincerity. In this dilemma he temporized, and sums up his reflections and embarrassments with the following pithy and suggestive entry in his journal: "WE SHALL SEE." A mental reservation of immense importance, when taken in connection with the sequel.

He had determined, then, to be guided by circumstances; and finding, on his return, that the Rajah renewed his offers, and seemed more than ever solicitous to secure his aid, Sir James Brooke consented to assist him, merely stipulating that, as a recompense for his services, if successful, the future government of Sarawak should be deposited in his hands. But the Rajah did not assent all at once to this very modest request, for he did not think his nephew the Sultan, or the Pangerans of Borneo, would relish the arrangement, and there was, besides, a certain inconveniently patriotic minister, Der Makota, in the way, who seemed very jealous of the presence, and suspicious of the intentions of the stranger; therefore, to save appearances, a paper was drawn up, ostensibly granting Sir James Brooke permission, as a foreigner, to reside at Sarawak for purposes of trade, whilst the real understanding was nothing less than that the territory and government should be added at the proper moment. Sir James Brooke now took a deeper interest in the progress of the war, and began to urge the Rajah to adopt more active measures. But it seems that many of the native tribes of the vicinity were prevented from coming to the assistance of the Rajah, in consequence of the dangers to which their absence would leave their homes exposed. At length affairs began to assume a more favourable aspect, in this particular, and several tribes flocked in to join the Rajah's standard. Still there remained some who held aloof, referring to whom Sir James Brooke says:—

"Lastly came Pangeran Jedut from Serebas, with the information that the Dyaks of that name, in consequence of a war with Linga, would not come here. Thus they not only refused to come themselves, but obliged the Linga people to stay at home to defend their country. *To quiet this coast, the Serebas should receive a severe lesson.*"

Now let it be remarked that at this period Sir James Brooke was not in possession of any kind of authority in the country. It was all prospective. But he had already learnt enough of these tribes to know that they were a warlike, powerful, united, and independent people, who, from their inordinate propensity for head-hunting, and from their boldness and successes, were the terror of the Sarawakians, with whom they had long been at enmity; and he felt that if he purposed to establish himself in authority at Sarawak they would be awkward and troublesome neighbours. Up to this period, we find abundant mention made of them in his journals as "predacious tribes," but not once as pirates. The term "pirate," however, was found to be a convenient one. It seemed to meet the emergency. What would not the British Government do to suppress piracy? And from this time forward the accusation blackens them at every opportunity.

It is unnecessary to enter into the particulars of the manner in which Sir James Brooke finally succeeded in procuring the cession of Sarawak. It was effected by bringing the guns of his schooner to bear upon the Rajah's palace, "and no wonder, with such an argument," Sir James facetiously remarks, "that my claims proved irresistible." He also succeeded in converting Muda Hassim into a mere tool, who did his bidding like any obedient spaniel. His intention was to place him on the throne of the reigning Sultan, whom he purposed to depose—at least so the journal informs us; and we are left to infer that, through his instrumentality, he intended to become the virtual monarch of Borneo. But the promotion of British interests, and the establishment of British ascendency there, were the objects which he informed the commercial and political public he

was desirous of securing, even to his own prejudice; and the commercial and political public believed it. The religious public and "the Exeter Hall people" were told that all he sought was to convert the Dyaks to Christianity, and to introduce civilization amongst them; and the religious public and "the Exeter Hall people" believed it. Some of them did not.

Finding Muda Hassim in the way at Sarawak, Sir James Brooke ultimately dispatched him to Borneo, and maintained a correspondence with him, still cherishing his favourite plot of deposing the Sultan when the time should come, and setting up Muda Hassim in his place. The Sultan baulked this amiable plot by discovering it, and prevented Muda Hassim from occupying the throne by simply putting him to death. The result is known. Borneo itself was attacked, the Sultan hunted into the jungle, compelled to sue for terms, and was reduced to what he is at present—a puppet in the hands of Sir James Brooke. Let those who think we are exaggerating only refer to the volumes of Captain Keppel, Captain Mundy, and Mr. Midshipman Marryatt, and they will there find ample proof of every word we have written.

But the Serebas and Sakarrans! Sir James Brooke was now sole ruler at Sarawak, had his "pet Dyaks," and made known his will and pleasure imperially. He could now commence the series of operations which was to result in "*teaching the Serebas a severe lesson.*" This idea appears to have been ever predominant in his mind. It is betrayed by the entries in his journal; and it curious, not less than instructive, to trace it from its birth to its maturity, and how, finding his own forces too weak to check the incursions of the enemies of Sarawak, he gradually developed his plans for securing the cooperation of British men-of-war.

On the 3rd January, 1842, we find the following entry in his journal, occasioned by an attack made by a wandering party of Sakarrans upon the Sow Dyaks of Sarawak, of whom they killed six:

"This leads me naturally to consider the means by which these atrocities may be prevented. I purpose first to send letters to Seriff Sahib of Sadong, Seriff Muller of Sakarran, and Seriff Jaffier of Singé, stating that I wish to be on good terms with my neighbours, but am determined to attack any place which sends Dyaks to rob in *my* country; and that I call on them to restrain their subjects from making incursions here. In case this warning is neglected, *I must strike one blow suddenly, as a further warning, and keep a good look-out at sea to destroy any Dyak fleet that may be prowling outside. A good-sized boat with a 6-pounder swivel or two, will effect the latter object, backed by two or four light fast-pulling boats with musketry, which, when the Dyak prahus fly, may keep pace with them, and thin their pullers, till the heavier boats can come up.*"

Up to this point the meditated hostilities savour of mere reprisals; and although the retaliative mode of operation does not altogether accord with the professions of so high-flown a philanthropist as Sir James Brooke, we suppose the proceeding would be considered justifiable under the circumstances. Let it be remarked, that there is here no question of piracy, but that the proposed measures have for their object the checking of "hostile incursions." On the 18th of the same month and in the same year, we find the subjoined entry:

"In the evening *I ordered a fine boat to be prepared for the war with Serebas and Sakarran, which appeared to me inevitable;* as it is impossible, laying all motives of humanity aside, to allow *these piratical tribes* to continue their depredations, which are inconsistent with safety, and a bar to all trade along the coast. Eighty prahus of Serebas and Sakarran are reported to be ready, and waiting for further reinforcements before putting to sea."

It does not appear that any fresh act of aggression had been committed by either of these tribes within the fortnight that had elapsed between the two foregoing entries; yet we now perceive that their preparations for the war with which they had been menaced are construed into piratical expeditions. There is no evidence of Sir James Brooke's having meanwhile given them previous warning. On the 20th of January, two days after, he says:

"We are in active preparation to fit out a fleet to meet the piratical Dyaks. The Rajah has a fine prahu, which I have taken in hand to repair, and I have purchased a second; and the two, with three or four small canoes, will be able

to cope with 100 or 150 Dyak boats. The largest of these boats [his own] is worth a description:—fifty-six feet in length and eight in breadth; built with a great sheer, so as to raise the bow and stern out of the water, and pulling thirty paddles, she is a dangerous customer when mounting four swivels, and carrying a crew of twenty men with small arms; she is called the 'Snake,' or 'Ular.' The second boat, somewhat shorter and less fast,is named the 'Dragon;' her complement of paddles twenty, and her fighting men twenty, make 140 in two boats. The long canoes carry fifteen men each, which will bring the force up to 185; and one boat of the Rajah's will complete 200 men, of whom nearly 100 are armed with muskets."

On the 19th, Sir James Brooke informs us that he had received information of three more of *his* Dyaks being *cut off* in the interior by the predatory tribes; hence, possibly, the "active preparations" alluded to. But may it not be asked what *his* Dyaks were doing in the interior? Were they not likewise prowling in search of foes and heads? Were they not *pirating*, in the Brookeian acceptation of the term? Intertribal warfare was evidently the normal state of all the Dyak tribes.

It was at this period that the Sakarran Chief Matari paid Sir James Brooke the visit which has been mentioned in a preceding paragraph, when the philanthropist threatened vengeance a hundred-fold in the event of any aggression of the Sakarran people. On the 9th of February, eight days after the chief's visit, the annexed entry occurs:

"Mr. Williamson returned from Sanpro (in the Sarawak territory), where I had sent him to watch a party of natives who had gone amongst the Dyaks. The Panglima Sadone, of the tribe of Sanpro, came with him, and brought *the lamentable account of eight more Dyaks, cut off by the Sakarrans.* It frets me dreadfully."

More *pirating* this, we suppose; not intertribal war and reprisals!

The next extract is important, as exhibiting Sir James Brooke's real feelings at the very time he was pretending to be friendly with those whose destruction he was actually meditating:

"The intelligence from the west, however, was a source of real distress to me. A terrible incursion has been made by the wild Dyaks of Sakarran into the territory of Sarawak, burning and destroying the weak tribes, and carrying away their women and children into slavery. The unhappy tribe of Sanpro was attacked last month, and, I fear, by the instigation of Serif Sahib of Sadong, who is a great encourager of the devastating system, and a confederate of the Illanoos. My hands are tied at present, so I must content myself with diplomatic overtures; but should these fail, as I grow *stronger* I will resort to stronger measures. But what a frightful picture is this!"

The word is thus italicised in Sir James Brooke's journal.

On the 25th of March occur the following observations:—

"There is a rumour of war between the Serebas and Sakarran Dyaks, in consequence of the former tribe seizing a Balow woman on the territory of the latter, and refusing to restore her. Let these two predatory tribes employ and weaken one another, and it will be well for us and all the other people of this country, and *they will afterwards be the more easily brought into subjection.*"

No thought of Christianizing and civilizing them and leaving them to enjoy their natural independence, but "subjection" to a foreign yoke, and subjection alone: the old European policy, which, as a rule, has proved so fatal to aboriginal tribes. The real designs of Sir James Brooke leak out in such passages as this, and they deserve to be dwelt upon as affording the clue to his persecution of the Serebas and Sakarran Dyaks. But we will continue the journal:—

"*April* 29.—I have lately returned from a few days' excursion into the interior, where I proceeded to visit the Chinese Settlements. During my absence a Dyak fleet of pirates threatened the interior of the river, but were beaten off by a small force of prahus sent by the Tumangong, with Mr. Crimble and a few of my Europeans."

"*April* 30.—More accounts of Dyaks at the mouth of the Moratabas

(one of the embouchures of the Sarawak river), and I am off to attack them with my 'Rajah Walli' ('Eagle'), about forty men; 'Ular' ('Snake'), thirty men; 'Syam Sabong' ('Fighting-Cock'), twenty men; 'Nagur' ('Dragon'), thirty men; in all, one hundred and twenty good men and true. Good luck be with us."

This expedition occupied five months, during which period Sir James Brooke visited Borneo to play the last act of the farce commenced at Sarawak, and the subject of which was the cession of this province. The Sultan was induced to confirm him in his new authority, by appending his signature and seal to the deed of settlement. We pass over this subject, however, it being one foreign to our present purpose; but we may say of the expedition that in so far as its results relate to the Dyaks, it does not appear to have been successful. It was so, however, to some extent, against certain Malay or Illanoo tribes, of whose piratical acts Sir James Brooke seems to have entertained no doubt. But, whatever their offences may have been, they cannot be held to justify those dark deeds of blood committed with Sir James Brooke's sanction, respecting which a mysterious and guarded silence has been scrupulously observed hitherto, and regarding which we should be glad to have some satisfactory explanation from his admirers and supporters. We allude to the kidnapping and spearing on the beach at Siri, of the Illanoo Panglima; of the subsequent capture of the Borneo Pangeran Budrudeen; and of the *execution,* so-called, of himself and brother at Sarawak; the one being strangled behind mosquito curtains, and the other krissed. The charge against them was that they were pirates.

The next tragedy that occurred within the above-mentioned brief period was the assassination of the Singé Chief Parimban, and the Panglima Pa-Tummo. The charge against *them* was, as Sir James Brooke himself informs us, that—"they had been pleased from the first to disavow my authority, and it was imperative to take measures to establish it over them. But they openly refused obedience, defied my authority, declined holding an interview, confessed that it was *they* who had killed the Sanpro and other Dyaks *because they* were enemies, and said that they would kill more of them." The result of this defiance was the marching of a body of men to capture them, which was done, and *they were effectually reduced to submission by being dispatched with knives in the rear of Sir James Brooke's own house.*

These facts, although they have but an indirect bearing upon the question of Dyak piracy, are important, as showing that Sir James Brooke, being resolved to extend his dominion, was not scrupulous as to the means he employed for that purpose. No explanation of these nefarious transactions has ever yet been offered, though frequently demanded. It will be found that his proceedings against the Serebas and Sakarrans have been precisely of this same character.

We gather from his journal that hostilities between these tribes and *his* Dyaks continued with various success up to the time of the arrival of the "Dido" at Sarawak, in May 1843. In the interim, however, Sir James Brooke was carrying out his plans with a perseverance and a pertinacity worthy of a better cause. A systematic feeding of the public press was commenced with a view to attract the attention of the commercial world to the advantages to be derived from opening Borneo to British enterprize. His agents and friends at Singapore and in London were zealous and active in supporting him, publishing what he wrote, or writing what he told them to write, and neglecting no opportunity nor means of interesting the Government in the question. But we have not to do here with the history of the acquisition of Labuan, nor to show how, whilst prosecuting his one grand scheme of self-aggrandizement, he had so ordered his plans as to be able either to remain independent of Government, a despotic ruler in Borneo, or to become the Representative of the British Government in the Eastern Archipelago, just as circumstances might fall out. What we have to prove is, that whilst intent on promoting his own personal objects, he was not the less nursing his vengeance against the Serebas and Sakarran tribes; and that, by raising the cry of piracy against them, he was seeking to induce Government to assist him with an armament to crush them.

In 1842 there appeared the elaborate pamphlet, entitled "A Letter from Borneo, by J. Brooke, Esquire," which was published and extensively circulated. In it were set forth the advantages which would accrue to British commerce by enlarged intercourse with Borneo, but how such commerce would be damaged,

and was damaged, by the hordes of pirates who infested the waters of the Eastern Archipelago. This was true to a certain extent, but no longer true when the Sakarrans and Serebas were designated by name as those pirates, and the necessity was urged upon Government to take measures for punishing them. The acts of piracy alleged against those doomed people were those which we have quoted from Sir James Brooke's journals; but in the eyes of the Government and of the multitude, they were identified at once with certain Malays, Illanuns, and others, respecting whose piracies no manner of doubt existed. At this time Vice-Admiral Sir William Parker was in China, and the war there being terminated, the "Dido," which formed part of the Chinese squadron, was detached on a cruise to the Malacca Straits, in consequence of Malay (not Dyak) piracies being, as it was rumoured, of frequent occurrence. At Penang the Governor informed Captain Keppel, of the "Dido," that various acts of piracy had been committed *near the Bornean coast* on some native vessels *trading to Singapore;* in consequence of which information Captain Keppel proceeded to this port. Here he met with Sir James Brooke, who invited him to go back to Sarawak in the "Dido;" an invitation which was accepted.

Doubtless Captain Keppel was satisfied that between the Malay, Illanun, and the Serebas and Sakarran tribes, no difference existed in habits and mode of life. No one will doubt—after a perusal of this part of the journal—that the suppression of piracy, the object for which the "Dido" was sent to these parts, formed the chief subject of conversation between the Captain and Sir James Brooke, and that the necessity for "teaching the Serebas a severe lesson" was was dwelt upon by him whose determination to do so at the first convenient opportunity was now nearly three years old. Mark, then, the sequel.

Some few days after his arrival at Sarawak, Captain Keppel received a letter from the Rajah, Muda Hassim, of which we append a copy, compliments excepted:

"This is to inform our friend that there are certain great pirates of the people of Serebas and Sakarran in our neighbourhood, seizing goods, and murdering people on the high seas. They have more than 300 war-prahus, and extend their ravages even to Banjarmassim (on the south coast). They take much plunder from vessels trading between Singapore and the good people of our country. It would be a great service if our friend would adopt measures to put an end to these piratical outrages."

Now when it is remembered that Muda Hassim was at this period a mere instrument of Sir James Brooke's will; that Sir James Brooke had from the commencement determined to attack these people, and had not done so only because he had not sufficient force of his own at command; the inference is irresistible that such a message was intended at once to give Captain Keppel a plausible pretext for interference, and to justify the accusations of piracy alleged by Sir James Brooke against these particular tribes. In accordance with what he considered to be his duty, Captain Keppel, materially aided by Sir James Brooke, made his arrangements for the attack. The European force consisted of the gig, the two cutters, and the pinnace, from the "Dido;" Sir James' native-built boat, the "Jolly Bachelor," carrying a long 6-pounder; and a large tope of thirty-five tons. To these was added a fleet of Dyak prahus, including the large heavy boats previously named. The force from the "Dido" consisted of about eighty, officers and men, whilst the native auxiliaries amounted to nearly 900, all of them them the hereditary foes of the Serebas and Sakarrans, and as eager for heads and plunder as the latter are represented to be.

The result of this expedition was the plundering and destruction of the towns of Paddi, Pakoo, and Rembas, and the sacrifice of many natives; the loss on the side of the English not exceeding one or two. On this occasion the chiefs of the Serebas *are reported* to have said that "they were willing to give up piracy, but could not be expected to answer for their neighbours and allies, the Sakarrans." In consequence, it was determined to "give the Sakarrans a lesson;" but this laudable design was, for the present, frustrated by the recall of the "Dido" to China.

It does not appear that this "severe lesson" taught the Serebas or the Sakarrans anything save retaliation; for though greatly weakened, they continued their attacks upon their ancient foes, *waylaying them for their heads* at every convenient opportunity. The chief of the Sakarrans, as Sir James

Brooke informs us, was even presumptuous enough to prepare a handsome basket expressly manufactured to contain the English Rajah's head, and which he suspended in the boughs of a high tree until it should be brought into requisition. Sir James Brooke only laughed at this, he says; but on the 26th of May, 1844, with a year after the expedition against Serebas, we find him writing in these terms to Captain Keppel, who thought the letter so *characteristic and lively,* that he was induced to publish it. Here it is:

"My dear Keppel,—It is useless applying a spur to a willing horse; so I will only tell you that *there is plenty to do here,* and the sooner you can come the better for all of us, especially your poor friends the Dyaks. *Bring with you as much force as you can to attack Sakarran.* The case stands thus: Seriff Sahib, quite frightened at Sadong last year, enraged likewise at his loss of power and his incapability of doing mischief, *collected all the Sakarran Dyaks, and was joined by many of Dyaks of Serebas and some Balows.* He likewise had a good many Malays, *and bullied every one in his vicinity.* This force met at the entrance of the Sadong Delta, and committed depredations. They were not less than 200 Dyak boats, and some fifteen or twenty armed Malay prahus, besides others. Just as they were collected, the "Harlequin" appeared off the coast, and had the "Dido" been with us we MIGHT HAVE HAD THEM ALL; but the opportunity will never again occur. Seriff Sahib, with this force, has started to-day for Sakarran, and I *was not strong enough with my eight native boats to attack him.* It is really greatly to be lamented, because we should most completely have crushed the head of the snake. We must, however, make the best of it. It is his intention, on his arrival at Sakarran, to fortify, and wait for our attack; and in the meantime to *send out his Dyaks along the coast and inland to such places as they dare venture to attack.* Come then, my dear Keppel, for there is plenty to do for all hands. *I have ordered a gun-boat from Mr. Goldie, to make our force stronger;* and had I possessed such a one the day before yesterday, I would have pulled away for the Sadong to-day. My regards to all. I still propose Pepper-pot Hall for your residence. I only wish I felt *quite sure* that Fortune had it in store that you would be here on your return from China. That dame, however, seems to delight in playing her slippery tricks just at present; and never was the time and tide so missed before, which would have led to fortune, as the other day. All the Queen's ships and all the Queen's men could not bring such a chance together again. Ever, &c."

A lively epistle certainly, considering its deadly purport; and indisputably characteristic, as displaying a singular alacrity to perpetrate the contemplated deed of blood against the doomed tribes. But its principal value is in the insight it affords us into the true character of these "Dyak piracies." We find "the war with Sakarran," alluded to in the course of the previous year, now at its height; and the fierce, independent, and exasperated tribes inflicting reprisals, and desperately bent upon self-defence. On the other hand is their inveterate foe, who, not himself strong enough to cope with them single-handed, again seeks the assistance of British ships of war, the commanders of which believe that their interference is justifiable, because they are led to conclude that it is for the suppression of piracy, the especial object of their presence in those parts. Seriff Sahib sends out his Dyaks, not against ships or native craft navigating the high seas, but *to such places along the coast and inland* as they may venture to attack; and this, an operation of war, an act of reprisals, Sir James Brooke calls piracy. But are not his own acts of a similar nature piratical also?

Captain Keppel received this letter at Singapore on the 18th of July, to which port he had returned from China. He informs us that he lost no time in preparing for another expedition; and, acting upon Sir James Brooke's hint to bring as much force as possible, he applied to the authorities at Singapore for the use of the East India Company's steamer "Phlegethon," which was granted to him. With this reinforcement he set sail on the 25th, and reached Sarawak on the 30th. Captain Keppel next echoes the statements made in Sir James Brooke's letter, stating in general terms that the Sakarrans had committed numerous piracies on the high seas, besides plundering and devastating native villages along the coast; and forthwith concerts measures with his friend the Rajah for carrying similar devastation into their country, although he says that Sir James Brooke "was not aware of any danger to himself or to his Settlement."

And here it is necessary to remark, that, on the present occasion, the Rajah Muda Hassim again figures as the author of a request to Captain Keppel, that he will proceed against the Sakarrans; just as on the previous occasion, in the preceding year, he was requested to proceed against the Serebas.

"We beg to let our friend Captain Keppel know, that the *pirates of Sakarran*, whom we mentioned last year, still continue their piracies *by sea and land;* and that many Malays, under Seriff Sahib, who have been accustomed to send or to accompany the pirates, and to share in their spoils, have gone to the Sakarran river, with a resolve of defending themselves, rather than accede to our wishes that they should abandon piracy. Last year Captain Belcher told the Sultan and myself that it would be pleasing to the Queen of England that we should repress piracy; and we signed an agreement, at his request, in which we promised to do so; and we tell our friend of *the piracies and evil actions of the Sakarran people, who have, for many years past, done much mischief to trade, and make it dangerous for boats to sail along the coast;* and this year many prahus, which wanted to sail to Singapore, have been afraid. We inform our friend Captain Keppel of this, as we desire to end all the piracy, and to perform our agreement with the Queen of England."

Let it be borne in mind that Muda Hassim was still at Sarawak, and more than ever the tool of Sir James Brooke, and the reader will be better able to estimate the value of these letters, which, although ostensibly coming from Muda Hassim, present strong evidences of having been concocted by Sir James Brooke himself.

The expedition lasted from the 5th of August until the 4th of September, the day of its return to Sarawak. The native Sarawak auxiliaries formed no inconsiderable addition to its numerical strength, and they appear to have amply profited by the opportunity thus again afforded them of wreaking vengeance upon their hereditary enemies. From the 7th until the 19th the country presented a scene of continuous plunder, devastation, and slaughter; every boat, house, hut, and plantation within reach being mercilessly destroyed. On this occasion, however, the assailants did not escape with impunity, they having experienced a loss of sixteen men killed, and had fifty-six wounded. With this expedition terminated Captain Keppel's exploits against the Serebas and Sakarrans. On the occasion of a visit to the Lundu tribe of Sarawak a few days after, Sir James Brooke, Sir Edward Belcher, Captain Keppel, and sundry officers of their respective vessels, were, as the last-named gentleman informs us, "entertained by them at a large feast, when the whole of the late expedition was fought over again, *and a war-dance, with the newly-acquired heads of the Sakarran pirates, was performed for our edification.*"

From the above period until October 1845, there appears not to have occurred any signal outbreak of the ancient feud, although isolated instances of individuals being "cut off" now and then, betray that it only slept. Meanwhile, Sir James Brooke pursued with undeviating pertinacity his project of extending Sarawak influence over the adjoining territory; and having taught the Serebas and Sakarrans "a severe lesson," as he imagined, seems to have thought the time favourable for assuming the power over them he had so long coveted. In this idea he was encouraged by the arrival of an Ambassador from the Sakarrans, proposing that "a lasting peace" should be concluded between them. It is necessary, however, in order not to break the chain of connection between the various transactions under inquiry, to quote an extract or two from Sir James Brooke's Journal, as published by Captain Mundy:—

"*September* 30.—Last night Abang Kapi arrived from Sakarran with several Dyaks. He was opposed to us in the time of Seriff Sahib, when the gallant "Dido's" crew were engaged; but, from all I learn, he is now true and well inclined. *The two worst governed rivers are Serebas and Linga,* the latter under Indra Lela and Laksimana, *both great rascals.* The last performance of these worthies was to delay or detain people bearing letters from Santang, and to possess themselves of their goods on the stale plea of buying and not paying; a convenient and easy way for the Ruler of a country to obtain property before his character be known. *I wait till the termination of the fast before I send to* Mr. Lela. *Had I but a small steamer I could pounce at once on these gentry,* who seem resolved to arrest the growing commerce of the peaceful rivers."

Here is the ancient bitterness against Serebas again manifesting itself, and a hostile message contemplated to another Chief of the adjoining river, who, being adverse to the encroaching spirit of Rajah Brooke, interprets his messengers, and otherwise defies his authority; much the same state of things as would occur, under similar circumstances, between two civilized nations residing in adjoining kingdoms.

With reference to the Embassy of Abang Kapi, Sir James Brooke insists upon the fulfilment of three conditions as essential to the conclusion of peace:—

"1. To demand from the Dyaks the expulsion of the three Seriffs from their river *who have been hostile to trade.*

"2. To build a fort to appease the apprehension of the Dyaks of the enemy's attacking them.

"3. To inform the Dyaks of Undop that I have heard of their piratical excursion, with forty-seven war-prahus, to the River Bantang Lupar, and that if they again mustered such a fleet I would attack them."

The Rajah's first demand amounted to nothing less than that the tribes referred to should depose their Rulers. The second condition was the first step towards acquiring military possession of a territory not yet under the domination of Sarawak. The third was a threat held out to a neighbouring tribe lying between the two territories, and whose submission it was deemed necessary to secure. We have next to inquire on what foundation the Rajah's hopes of success rested. His journal informs us, by an entry bearing date the 24th of October, after the departure of Abang Kapi as the bearer of the conditions of peace:—

"Several arrivals to-day of Chiefs from the distant rivers. Gave audience to Abang Gasin from Kalukka, the Samaurahan Pangava, *and the Datoo of Serebas. At last I have made myself master of the politics of this piratical quarter*, and I think I may yet be able to induce some portion of the better class to relinquish their *warlike pursuits*, and to join our growing party. My hopes have been ever turned to the belief that, by patience and perseverance, the best part of the population might eventually declare themselves for us, and so neutralize the mischief that the evil-disposed may still continue to inflict on *those immediately around them.* Since Keppel's campaign, now more than fifteen months ago, the River Serebas has been ruled, as of yore, by a Patingi, Bandar, and Laksimana, and under these is Lela Wangsa, with another person of influence named Abang Mansur. The principal Dyaks are the Orang Kaya Pamancha, Balau, and Lingire. Of the Malays, the Bandar and Laksimana abide near the mouth of the Rembas, and these Chiefs are our friends, and moderately respectable. The influential Pamancha and Lingire agree tolerably with these, and all have a glimmering of the benefit of regular commerce. *This is my party*; a party in favour, or at any rate not opposed to a gradual reformation."

Sir James Brooke then enumerates the individuals of the *opposite* party, describing them as vicious, unprincipled, practising every species of villainy, the determined opponents of every pacific policy, the open advocates of violence and robbery, and he details some of their more recent offences. At the same time he informs the reader that they are *Malays* who urge on the Dyaks to assist them; and that the latter "have no objection" to a business which *procures them the possession of a large stock of heads.*" He adds—

"*I feel that it is my duty to punish these persons at once, and I would do so had I the means, and would drive them entirely from the frontier; but at present I am hampered*, and I must trust the Laksimana, Pamancha, and Lingire, to prevent as much mischief as they can; and for this purpose I have furnished them with a letter calling on all good men to support them, *and to live at Tambak under the penalty of my displeasure, and of future punishment if they cast their lot with the evil-doer.* I really hope to form a nucleus of good out of my present materials, which may, ere long, *extend over the five rivers. If the British Government would allow me to hoist a flag at Sarawak, with the British Union cantoned in it, we should then have the protection I require, and quite sufficient to induce moderate capitalists to embark in the field, whether in mining, planting, or trading.*"

Sir James Brooke's Christian-like remedy for the reformation of rude,

uncivilized men, and for the suppression of robbery and murder, is to drive them "entirely from the frontier;" that is, amongst the people who would assuredly take their lives. Coercive and arbitrary measures alone seem to find favour with him, notwithstanding the abundance of sentiment sprinkled over the surface in order to impart a different character to his proceedings. It is impossible to mistake the hankering he betrays to extend his influence over the Punjaub of Borneo, the five rivers adjacent to Sarawak, comprising a country infinitely richer in mineral productions. We also perceive that he abstains from attacking those whom he would be glad to see removed, because "he is at present hampered;" but, that there may be no want of a pretext for a quarrel, he commands them to live at a certain place under penalty of his displeasure and of future punishment. The hint, also, respecting the British flag is too plain to be misunderstood.

To return, however, to Sir James Brooke's mode of operation, to secure the expulsion of the Seriffs, it seems that he relied upon the influence of *his party*, and was awaiting news from Abang Kapi, "meditating over his dreams for the future regeneration of the land," when "Si Lingi arrived in hot haste from Sakarran," bringing him intelligence of a kind he did not anticipate. Referring to the letter of which this Si Lingi was the bearer from Abang Kapi, Sir James Brooke says:—

"The contents were important. I have already mentioned *that I ordered the Dyaks to turn three Seriffs out of their river, whose piratical habits were incorrigible;* and it appears that at a council, convened by all the chief men of that district, it was resolved that my *instructions* should immediately be carried out. The three Seriffs, however, had, by the treachery of two Malays, received information of what was going forward, and, *hastily collecting a fleet of prahus, were preparing to resist.* * * * *To oppose this* PIRATICAL EXCURSION, *and to enforce my orders,* the Balows have collected their people at Linga, and to-morrow night I shall send off five boats from Sarawak to reinforce them, and, with the prahus of Laksimana and Lingire, *push on at once for Sakarran, and strike the pirates there.* * * * *Sakarran and Serebas are now as houses divided amongst themselves,* and I shall soon ascertain who are really my friends. *This is a just plea for punishing the people of Liar and Sakarran,* who are raising this fleet. *The death-warrant of Dyak piracy must be signed,* or commerce can never assume a steady character. I have written two letters, one to Abang Kapi, and the other to the Linga chiefs. They will be conveyed by Si Lingi this night, and contain the promise of a reinforcement from Sarawak in a couple of days, together with my approval of their intention of acting vigorously against the three Seriffs."

The conditions which Sir James Brooke insisted upon to Abang Kapi, as being essential to the conclusion of a peace with the Sakarrans, are now described as *orders*, and in the very same sentence mentioned as *instructions.* In either case he appears to have considered obedience imperative on the part of the chiefs, although he possessed no authority over them; still less an authority of the despotic character which he now assumed. Further, it is important to note, that at first Sir James Brooke says he "ordered" the Seriffs to be expelled, because they were, as he alleged, "hostile to trade;" now he asserts that it was because *their piratical habits were incorrigible.* Next, upon their preparing to resist the invasion of their territory, and the violation of their natural liberty, with which they were menaced, the force they muster for this purpose is styled "a piratical excursion;" showing the very extensive application of which the term becomes susceptible in the Brookeian vocabulary. Lastly, let it be remarked that Sir James Brooke's policy was to divide the Sakarran and Serebas people, and that this formed no unimportant feature in his general design; for it must be remembered, that up to the period we are speaking of, these tribes had ever been united, and, in consequence of that union, had succeeded in maintaining their separate national independence, and conquering their enemies. Thus we may regard the hostile attitude of the three Seriffs, on the present occasion, to have been the result of the intrigues of Sir James Brooke's party, instigated by him to provoke them into an outbreak, in order that he might have "a just plea," as he describes it, "for punishing the people of Liar and Sakarran."

This expedition was absent thirteen days. It came upon the hostile fleet whilst it lay at anchor in a small river; and the Sakarrans, believing that the

entire force of Sarawak were in the offing, deserted their boats and fled into the jungle, into which they were pursued by the Balow Dyaks, who killed several of them, including one of their chiefs. They then proceeded up the Sakarran river, in search of the Seriffs, but these had fled into Serebas with their wives and children. They do not appear to have remained there very long, however; for on the 12th of December we find the following entry in Sir James Brooke's journal:

"Certain intelligence has been received that the three Seriffs, already so often alluded to, have again taken up their quarters in the Moarra Sakarran, and intend to settle there. *They must be out of their senses; but this step will bring things to a crisis, and we shall be able to crush these vipers. A sharp stringent policy is required to correct the evil propensities of the Sakarruns and Serebas. They must be again attacked, and be taught by a strong hand to feel that their piratical habits will never again be tolerated or permitted*, and that the sole advantages which a country derives from commerce is not the ministration to their own greediness and rapacity."

Here, then, we have the foreshadowing of that event which forms the subject of this investigation—the massacre of the 31st of July, 1849. In spite of Captain Keppel's expedition, and of the one last mentioned, the hereditary hostility of the Sakarrans was not diminished towards the Sarawakians and their allies, but seems rather to have become more aggressive; as might, indeed, have been expected. They were a numerous, a powerful, and a warlike people, smarting under the mortification of repeated defeat, and exasperated to retaliate at all risks. In the absence of English men-of-war, they felt themselves able to cope with almost any native force that Sarawak could bring out against them; and accordingly resumed the offensive as soon as they had had time to gather a fleet. Under the date of the 1st of March, 1846, we find an entry referring to the hostile attitude they had again assumed, and further and more positive allusions to the line of action Sir James Brooke had resolved upon in order to bring them under subjection.

"In the midst of the general prosperity and increasing happiness of the tribes within the territory of Sarawak, I have suddenly received information that the Sakarran Dyaks have again been at sea with a force of seventy prahus, and not less than 1,200 men, perpetrating many ravages, burning villages, carrying off the women and children into slavery, and laying waste the country wherever their arms could reach. * * * I find that measures of kindness and conciliation are entirely thrown away, and *that it will be necessary to give these pirates another severe lesson, and to convince them that their haunts in the Sakarran river cannot protect them from my own native fleet, when supported by the boats of the vessels of war on the station.*"

What these measures of kindness and conciliation were, and when they were extended to these people, does not appear by any entry in Sir James Brooke's published journal. What we do find, points only at measures of the harshest kind, and we perceive clearly enough that nothing less than the renewed interference of the British men-of-war on the station will satisfy him. To justify their interference, the old plea of piracy is of course maintained, and Sir James Brooke further urges the danger likely to accrue to the neighbouring and more distant settlements, "if these *warlike* tribes shall ever get accustomed to the use of fire-arms;" adding, "how necessary it is, then, to *inflict one or two severe lessons* upon these constant disturbers of the public peace."

The Sakarrans had now fortified themselves higher up the river, and taken every precaution to secure themselves against attack. Sir James Brooke, in narrating these facts, also lays down his own plan of operations, namely, "making a flank movement up one of the small streams from the main river, and reaching them from an unexpected quarter." At the same time he regrets that Captain Mundy is compelled to postpone his visit, in consequence of the war in India; but he adds, "*whenever he does appear, there will be work for the ship, and I have no doubt that the captain of the 'Iris' will teach these gentry what it is to face the boats of a frigate.*"

Captain Mundy informs the reader subsequently, when he commences his own narrative, that *early in January* he had received a communication direct from Sir James Brooke, informing him that "the piratical tribes of Serebas and

Sakarran were again in movement, and would probably in the spring make another attempt to destroy the *rising commerce of Sarawak:* he therefore suggested the propriety of his visiting the coast towards the end of March, by which time the intentions of the *pirates* would be more fully known."

Now, it is impossible to reconcile the last-quoted entry in the journal, where Sir James Brooke affects surprise at the aggressions of the Sakarrans, with this statement of Captain Mundy's. Still less to make the last passages in the entry—where the idea is conveyed of a recourse to extreme measures being a necessity arising from these aggressions—agree with the fact proved by Captain Mundy, namely, that three months previously to their occurrence, Sir James Brooke had desired his presence. This is an awkward disclosure of Captain Mundy's, and presents additional proof of the premeditated slaughter of these doomed tribes.

Captain Mundy's assistance, however, was required in another quarter, namely, at Borneo, to hunt the Sultan into the jungle for putting to death those whom he had acquired proof were traitors to their Sovereign; and, with the exception of sundry skirmishes with the Illanuns, and the burning of a town or two of theirs, he did not figure in the field against "the pirates." In closing his narrative, he certainly speaks of Dyak fleets consisting of 200 vessels, manned with 4,000 or 5,000 men, cruizing off the Province of Sarawak, carrying desolation and destruction in every direction; but this he states on hearsay: it does not appear that he ever fell in with any such himself, or even heard of their existence, save through Sir James Brooke and his organs at Singapore.

From the 26th of May, 1846, the period at which Captain Mundy brings to a close his extracts from Sir James Brooke's journal, we have no further access to this extraordinary document. He quitted the station on the Bornean coast in May 1847, and returned to England, where, in October of the same year, himself and Captain Keppel had the opportunity of welcoming Sir James Brooke, who had come to pay a visit to his native land. For further information, therefore, with reference to the operations of the Serebas and Sakarrans against the Province of Sarawak, and to the retaliative measures against them contemplated by Sir James Brooke, we are indebted to the papers laid before Parliament last year, and entitled "Piracy. (Borneo.)"

We would recommend these papers to the attentive perusal of all who are interested in this question, as presenting an overwhelming mass of proof in support of the assertion we have made, namely, *that Serebas and Sakarran piracy is a Sarawakian fiction, advanced as a reality simply as a plea for bringing these tribes under subjection to Sir James Brooke's authority, through the instrumentality of British men-of-war.*

The first communication from Sir James Brooke to Viscount Palmerston is dated from Sarawak, September 13, 1848, and informs his Lordship of Sir James Brooke's intention of sending to the Sadong to inquire into an intrigue which the Rajahs of Borneo were alleged to be carrying on, through a few of their adherents, *with the piratical Chiefs of the Serebas and Sakarran rivers.* These are represented as having increased in boldness owing to the absence of Sir James Brooke in England, and to the length of time which had elapsed since their last punishment; and as cruizing in large fleets of war-prahus, committing fearful depredations both by sea and on the coasts. Sir James Brooke also intimates his intention of requesting the aid of the naval officer in command to punish the inhabitants of these rivers.

The next despatch is dated the 6th of March, 1849, and reiterates these charges, enumerating some of the depredations committed by these tribes, who are said to have massacred from 300 to 400 *natives within two months.* Sir James Brooke proceeds:—

"At the present time I *do not hesitate to affirm that these pirates, after receiving one or two severe lessons,* might be subdued. * * * But I beg of your Lordship to direct that such a naval force should be employed as may enable us to strike a severe blow at the pirates."

More "severe lessons" against these same people, with an intimation that such lessons will subdue them, although, in 1846, Sir James Brooke asserted that they *were* subdued; for, commenting upon the two expeditions in which Captain Keppel figured, he says: "*The blow struck by Captain Keppel on these two communities (Serebas and Sakarran) was so decisive as to have put an entire end to their piracies.*"

Now when Sir James Brooke was thus writing to Lord Palmerston, he was about to depart on an expedition against these tribes. It proved unsuccessful; but the second, which left Sarawak on the 25th of March, being reinforced by the boats of the "Nemesis" steamer, was partially successful, for although the Sarawak Dyaks got no heads, the natives having fled inland, they destroyed eight Serebas villages and burnt forty tons of paddy. Sir James Brooke merely alludes to these excursions in his next despatch of the 16th of April, without entering into detail; a task which was left to his local organ, the "Singapore Free Press." He does not, however, fail to urge upon Lord Palmerston the necessity of placing at his disposal a strong naval force, and suggests the policy of his being allowed to erect a fort at the mouth of the Sakarran river (*which is not in his territory*), and of guarding other rivers by steamers and gun-boats. The next despatch is dated 27th of August: it announces the massacre of the 31st of July previous, as the capture of a piratical fleet, and the destruction of at least "from 300 to 400 pirates." Also some further proceedings of a minor character, such as the plunder and destruction of several Dyak villages, and the "fining" of the town of Kanowit, for having committed recent depredations. This is the last massacre of which we have, *at present*, any account.

The next despatch more particularly worthy of notice is dated from Sarawak, 2nd February, 1850. In this Sir James Brooke enters upon a defence of his conduct, in anticipation of his proceedings being called into question. The attacks upon the tribes of the Sakarran and Serebas, made by Captain Keppel in 1843 and 1844, are prominently alluded to as having been undertaken at the *request of the Government of Borneo;* showing the crafty policy of Sir James Brooke in inducing his tool, Muda Hassim, to write to Captain Keppel on this matter, namely, to absolve himself from the responsibility of these sanguinary expeditions, and to give them a colour of necessity. Sir James Brooke proceeds to renew, in general terms, the statements made in his previous despatches respecting the depredations of the "Serebas and Sakarran pirates," as he terms them, and to defend his method of checking them. At the same time he attempts to show that the necessary consequence of these predatory excursions was to bring down upon them the visitation of the 31st July, 1849. But we beg the reader to remark, that Sir James Brooke had attributed the increase of these acts of aggression mainly to his being absent in England. It can be shown, however, that during his stay here in 1847, nearly two years before the massacre, he and Captain Keppel had made arrangements, and publicly pledged themselves, to attack Serebas and Sakarran; for the Rajah himself acknowledges the fact in the despatch in question. He says:—

"On the 6th March, 1849, I addressed a private and confidential communication to the late naval Commander-in-chief, informing him that the pirates were at sea in force, that they had captured several prahus, burnt several villages, and 'destroyed fully 300 people in two months;' and I added, what was too true, as follows: 'The entire coast is in alarm; trade is at an end; the very fishermen are flying to the interior for safety. I will not disguise from you that both Captain Keppel's character and my own are compromised in native opinion; for *trusting to the stability of the arrangements made in England, we both publicly pledged ourselves to attack Serebas and Sakarran*, and the inability to redeem our pledge has led to these lamentable results."

We require no more convincing proof than this acknowledgment, that the whole series of attacks upon the Serebas and Sakarrans, by Sir James Brooke, has been part and parcel of that sanguinary policy which was first foreshadowed when he announced that "the Serebas should be taught a severe lesson." What were the arrangements, we will ask, to which he alludes above? And for what reasons did he seek to identify Captain Keppel with the shameful vengeance he meditated against these tribes? Must we infer that, but for circumstances independent of Captain Keppel's control, *he* would have figured in the massacre of the 31st July, instead of Commander Farquhar, and received the 20,700*l.* head-money for participation in that premeditated slaughter? Such an inference is warranted by the words of Sir James Brooke's despatch; but in justice to Captain Keppel, we feel bound to state—what we believe will be found to be true—that he not only disapproved of that murderous affair, but was heartily glad he had no share in it. Nor does this feeling appear to have been confined to him. We should be glad to know what Sir Edward Belcher and Captains Wilcox and Hastings thought of it.

But this is not the only confirmation we have that the charge of piracy alleged against these tribes was a mere pretext for legally destroying or subduing them; and that Sir James Brooke's object has been to excite the public mind against them; for it seems that he would not even permit his journal to be published, except to subserve his policy in this respect, as witness the following extract from the preface to Captain Keppel's volumes:—

"The visit of Her Majesty's ship 'Dido' to Borneo," he commences, apologetically, "*and her services against the pirates, occupy comparatively so small a portion of these volumes,* that some excuse may be necessary for their leading title. *It was only by undertaking to make the account of them part of the narrative, that I could prevail upon my friend Mr. Brooke to entrust me with his journal for a public object.*"

Now this extraordinary confession can be understood only in two ways. Either we must believe that Captain Keppel's intention was to publish a book consisting of extracts from Sir James Brooke's journal, and in which the expedition of Her Majesty's ship "Dido" should play a secondary part, and that Sir James Brooke refused to allow his journal to be used under these conditions; or that, for the reasons we have quoted, he made use of Captain Keppel, to promulgate the accusations advanced in that journal against two tribes whose destruction he was bent upon accomplishing.

When it is remembered that the "Dido" was employed almost exclusively against the Serebas and Sakarran tribes, this statement of Captain Keppel's comes with irresistible force in support of the views we have taken of Sir James Brooke's motives in accusing them of a crime for which there is no foundation. In this commercial country piracy is a sound of magic effect, and sets up the crest of the entire community. No wonder, then, that Sir James Brooke should have raised the cry of "pirates" against two united peoples, whose independence, courage, and jealousy of power, and whose hostile incursions into his and neighbouring territories, were highly offensive to him, they being, moreover, adverse to the extension of his rule. From the first he had learnt sufficient of the condition of the tribes of Sarawak and of the adjacent country, to perceive that the Serebans and Sakarrans would be troublesome and dangerous, because, being united and strong, they were permanently at war with the weaker tribes, as the latter were with them. He commences by determining to "teach the Serebas a severe lesson;" and from that hour, on all occasions, under all circumstances —nursing his vengeance as a mother would cherish a favourite infant—his hostility to them never flags. Unable to compete with them aided only by his own Dyaks, we find him gradually feeding the Government with reports of their piracies; alarming it by exaggerated but general accounts of the sad condition of the coast, and of the native trade in consequence; and exciting it to establish a new settlement in those parts, of which he sets forth the advantages in glowing colours; the principal object of which being to secure the commerce of those seas. The Government, aware that piracy on the coast is an indisputable, though possibly an exaggerated fact, but not discriminating between Dyaks and Malays, &c.—perhaps for want of better information—and convinced only of the necessity for suppressing piracy, forthwith commissions Her Majesty's naval officers on the station to proceed to the spot denoted as the theatre of these piratical exploits; unsuspicious, indeed, of the real truth, and of the particular use to which the forces are to be put. The result has been, not the suppression of Dyak piracy—for Dyak piracy is a Sarawakian fiction—but a succession of murderous onslaughts against the two doomed tribes, and the weaker one in alliance with them.

The Massacre of the 31*st July,* 1849.

Our investigation would be incomplete without some account of the murderous affair of the 31st July, 1849. As the public was made acquainted with the particulars of that transaction through the medium of the daily press, before the official reports were published, we will confine ourselves to giving an extract from Commander Farquhar's despatch, addressed by him to Rear-Admiral the late Sir F. A. Collier, then Commander-in-chief of the forces on the station, and dated from Sarawak, 25th August, 1849.

After detailing the amount of force which he was able to command, he proceeds to say:

"Acting on the advice of his Excellency, who has a thorough knowledge of the character and habits of these piratical tribes, and who informed me that their expedition would certainly not extend over five or seven days, I determined to await their return, guarding well the entrances of the Kaluka and Serebas rivers, the only avenues to their country. For this purpose, I arranged with his Excellency that he should remain inside the narrow entrance of the Kaluka with the largest division of native boats, consisting of about thirty-five large prahus, and a few smaller Dyak ones, supported by the cutters of the 'Albatross' and 'Royalist,' whilst 'Nemesis' and 'Ranee,' the remainder of the men-of-war's boats, and about forty prahus, principally Dyaks, guarded the mouth of the Serebas.

"Remaining quietly in position, about a quarter before 8 P.M. on the 31st, the scout or spy-boat announced the rapid approach of the enemy in two divisions; the steamer, whose fires were banked, quickly got her steam up, and hove short, whilst I directed the European boats to draw up in line, the native boats forming in compact order close in with Bantang Marron Point. In about ten minutes the arranged signal of a rocket, from his Excellency's division, announced the approach of the enemy to the mouth of the Kaluka; therefore, giving orders to the steamer to remain, and act as circumstances pointed out, I moved across with our boats and 'Ranee,' towards the Kaluka, in order to hem the enemy in. A fire of rockets and guns now commenced at the entrance of the Kaluka, which proved to be from the cutters of the 'Albatross' and 'Royalist,' who, on the enemy being observed off the river, had proceeded unhesitatingly and unsupported out towards them, and fired several rockets with such good effect as to turn them from the river. We now commenced firing at some prahus attempting to gain the offing, and shortly afterwards 'Ranee' also began firing rockets to seaward, whilst 'Nemesis,' having fallen in with a division of large prahus attempting to escape, was dealing destruction on them with her great guns and small arms. The bulk of their fleet, therefore, seeing their escape to sea cut off, tried in shoal water, to push stealthily round the point and enter the Serebas; but here again they were met by the native force, which so completely paralysed them, that, panic struck, they ran their prahus aground, and made for the jungle, under a galling and destructive fire. 'Nemesis' followed up the division of prahus she had fallen in with, and totally destroyed almost the whole of them: one or two that escaped her guns fell into the hands of the Dyaks.

"Finding the piratical fleet completely destroyed or dispersed, I rejoined the 'Nemesis,' with the European boats, about midnight; and after dispatching a note to his Excellency, proceeded with all speed up the Serebas, as far as the entrance of the Rembas, to cut off the retreat of any fugitives who might have escaped.

"On the following day the native fleet joined us, when I had the gratification of learning from his Excellency that upwards of 60 prahus, with a quantity of arms, had been abandoned on the beach, which, together with these destroyed by 'Nemesis' and boats, would give not far short of 90 prahus, captured or destroyed, with a loss of about 500 men, and more than an equal number would in all probability perish in the jungle. Indeed, I have learned since that this is below the number; whilst our casualties amounted to two natives killed, and about six wounded.

"On the following morning it was determined to move up and attack Pakoo, a stronghold of the pirates, and where it was reported their fleet had assembled.

"On the 3rd, the force anchored about four miles below the Pakoo; and as I did not deem it safe to take the 'Nemesis' further up on account of the bore, which commences here, I left her, and with boats, 'Ranee,' and native force proceeded up the Pakoo, and reached the town on the 5th, meeting with very little resistance from the enemy, but considerable obstruction from booms and trees thrown across the narrow stream. Pakoo being found deserted, was pillaged and burnt by the natives, and many villages in the neighbourhood were also destroyed. On the 7th, we rejoined the 'Nemesis,' having sustained no loss of Europeans beyond one man, belonging to the 'Albatross,' who shot himself accidentally, and two or three natives killed, and a few wounded.

"Mr. Wallage reported to me on my return, that many fugitives from the late fleet had been destroyed by the Dyaks ascending the river in rafts and small bark canoes.

"Our future plan of operations was to ascend the Rejang, and attack some tribes of Serebas Dyaks living on the banks of the Kanowit. I proceeded the next morning in 'Nemesis,' with 'Ranee' and boats, to Rejang, which we reached on the morning of the 8th, and on the same day the native force rejoined us. Here we learnt that the piratical fleet had attacked Palo and Mato, further along the coast, but had been beaten off, with some loss; that they had captured and plundered two trading prahus, one bound to, and the other from, Singapore, and carried six women off into captivity.

"The steamer requiring fuel, it was the 11th before we were able to move on.

"On the 14th we reached the Kanowit, about eighty miles from the mouth of the Rejang; and in the morning of the 16th, leaving the steamer at the entrance, the force pushed up the Kanowit, taking the inhabitants, who made no stand, quite by surprise: their village, therefore, became an easy prey to the natives. For two days we continued to ascend the stream, destroying every thing in our way, and only meeting with slight resistance at one or two of the strongest houses or villages. The Dyak villages being one continued house, built upon high posts, are well adapted for defence: but the Dyaks being almost devoid of firearms, cannot stand against a well-armed force, their weapons being the sumpitan, with poisoned arrows, spears, &c., and a short sword, having a shield for protection.

"On the third day we dropped down the river, and reached the 'Nemesis' in the morning of the 19th; our loss, as usual, was trifling, although a considerable number of the enemy were killed.

"On the same afternoon, after dismissing the greater part of the native force, we moved up the Poé, on the banks of the Rejang; and his Excellency having summoned the Chiefs on board, they were ordered to pay a fine for acts of piracy, and for having broken faith by trading with the Serebas pirates. After considerable difficulty, a portion of the fine was brought in gold ornaments, brass guns, and gongs."

The more frightful details of the carnage, into which Mr. Vigors entered with such apparent gusto, do not appear in the official accounts. According to him, the "Nemesis," after remaining some time in a position at the mouth of the Serebas, perceived that "the enemy had attempted to put to sea," upon which she gave chase, overtook seventeen prahus which has succeeded in escaping from Captain Farquhar, and were making for the Batang Lupar.

"When abeam," continues Mr. Vigors, "we saluted them with grape and canister from our 32-pounders, raking the entire line, which we then broke, driving many on shore badly crippled, where they fell an easy prey to the Dyak boats, which, headed by Mr. Steel of Sarawak, in the 'Snake,' followed the 'Nemesis,' but never interfered with her fire. We then pursued five others, and destroyed them in detail, passing round each and pouring in a constant fire of grape, canister, musketry, and rifles, until they drifted past us helpless logs, without a living being on board. That discharge of grape was a fearful sight, as at point-blank range it crashed over the sea, and through the devoted prahus, marking its track with the floating bodies of the dying, shattered prahus, planks, shields, and fragments of all sorts. I should have pitied them, but they were pirates, and the thought steeled my heart."

The "Singapore Free Press" likewise published an account, supposed to have been penned by Sir James Brooke himself. It thus describes a portion of the operations:—

"The steamer at the river's mouth manœuvred and kept up a hot and destructive fire. The men-of-war boats outside were playing the same game; whilst the Sarawak natives on either bank of the river, about three miles and a half across, were closely engaged with the pirates, and intercepting their escape. * * * Commander Farquhar, who directed the operations, was in the midst of the mêlée, giving orders, and exhorting the crews of the various boats to be careful and not fire into each other; and several of those present, from their age and service capable of giving an opinion, state that they never in any boat action saw firing so rapid and destructive. Two large prahus were seen by the Com-

mander escaping seaward, and the steam-tender was ordered to chase; the nearest one, having barely escaped one of her six-pounder rockets, made for the river, and met a pirate's doom. The 'Nemesis,' which had been dealing death and destruction on all around her, ran her down, and the scene which took place as her crew, sixty in number, came in contact with her paddle-wheels, beggars all description. A large congreve-rocket, from the little steamer, entered the prahu that had continued out to sea, and rendered her destruction complete. * * * Of 120 prahus which, it is stated, started on the expedition, and all of which were in the bay the preceding evening, more than 87 were destroyed, and the loss of life on their side must have been immense. Indeed, it has been placed as high as 1,200 men. On our part, saving a few casualties, all were unscathed. The observer was compelled to ask himself, could destruction so immense, success so complete—at least one-third of this ruthless horde sent to their account—be effected in a space so brief, and with European force so small?"

No one will, we presume, venture to deny, that to warrant the infliction of so awful a punishment, the proofs of the crime alleged against the sufferers ought at least to have been complete. Yet, after all, what is the amount of evidence produced in support of this general accusation of piracy against the two tribes of the Serebas and Sakarran? and produced, be it remarked, *not before, but after the massacre!* We now purpose to examine this part of the question.

Nature of Evidence in support of the charge of Piracy against the Serebas and Sakarran Tribes.

We have proved, that although the prevalence of piracy amongst the Malayan tribes of the Eastern Archipelago is substantiated by the testimony of every writer of authority, yet Sir James Brooke is the first and only one who accuses the Dyaks of that offence, and further, that he confines his accusation to two particular tribes. From the extracts we have quoted from his published journals it will be seen that this term "piracy," as employed by him, is of most extensive application, comprising piracy in its ordinary acceptation, intertribal and defensive war, head-hunting expeditions, and retaliative aggressions. It is obvious, however, that the instances adduced by Sir James Brooke more properly pertain to petty native warfare than to piracy. In short, it may be said of these accusations, that they are of the most general character, though frequently forced upon the notice of the public by allusions to the facts being "notorious, &c. &c." Indeed, Sir James Brooke himself is repeatedly betrayed, by the force of the fact, into the admission that these so-called piratical acts are simply acts of aggression resulting from the normal state of hostility in which the various tribes of Borneo live with one another, but especially with the two tribes in question. Frequently, indeed, he contradicts himself, and quite as frequently confounds, under the same name, practices which he acknowledged to be totally distinct in character. He says, in his despatch to Lord Palmerston of the 2nd February, 1850, that Captain Keppel's expeditions were undertaken after the most convincing proof had been obtained of the piratical habits of these two particular tribes, *and of the unprovoked and general character of their piracies by sea and land upon peaceful people of all nations.*" This is an attempt to mislead, by fastening the guilt of the Malays, Lanuns, and others, upon these Dyaks; for it is at least reasonable to suppose, if peaceful people of *all nations* had been attacked by them, that some one besides Sir James Brooke would have borne testimony to the same effect; or that he himself would at least have adduced instances of these indiscriminate onslaughts, which, if so notorious as he states them to have been, could not have been difficult to prove. But the contrary is the fact; for although the *Borneon Malays*, the Malays of Sambas, of Sooloo, of Magindanao, of Illanoo, and other places, can be shown to have attacked vessels of all nations, not one case of this kind can be brought forward against the Serebas and Sakarrans, or any other tribe of Dyaks.

Sir James Brooke asserts in the despatch above alluded to, "that in 1846 their depredations at sea," meaning those of the Serebas and Sakarrans, for he seldom speaks of others, "became more frequent, but not of a formidable character; and it was only after my departure for England in July 1847, that

the pirates once more threw off all restraint, put to sea in large fleets, devastated the coast, *and incessantly harassed the trade* with great loss of life."

It is to be inferred from this and from similar statements that the native trade on the coast suffered extensively. We do not assert that this state of hostilities actually improved the trade of Sarawak, for we cannot pretend to reconcile conflicting statements; but we do assert, that either the foregoing account given by Sir James Brooke is extremely exaggerated, or that the subjoined official return of the arrivals at, and departure from, Sarawak, of native craft, in the years 1845, 1846, 1847, is incorrect. If so, the fault lies with Sir James Brooke's Superintendent of Trade, from whose detailed report we have taken this abstract.

	No. of Prahus.
In 1845 - - - -	101
In 1846 - - - -	140
In 1847 - - - -	218

These facts speak for themselves.

Of a similar character is the subjoined analysis of a recent Parliamentary return, moved for by Mr. Hume. It is headed "Malay Pirates," and purports to be "A Return of the Names of any British Vessels attacked or plundered by Malay or Dyak Pirates, on the Coast of Borneo or elsewhere, from the 15th day of August, 1839, to the 15th day of August, 1849, inclusive." It is important to observe that these dates comprise the first ten years of Sir James Brooke's residence at Sarawak. Now, if his assertion be founded, that these Dyaks have committed piracies against the peaceful traders of all nations, the above-mentioned document ought to show that some British vessels have been molested by them within that period. What, then, are the facts? The return exhibits a list of twenty-eight vessels in all, classed under the foregoing category; but of these, THIRTEEN at least have no business to figure in it, being reported at Lloyd's as "MISSING SHIPS;" so that they might, in fact, with equal propriety and justice, be asserted to have been captured by the French or the Americans. Of the fifteen that remain to be accounted for, SIX were *wrecked* either on or near the coast of Borneo, and were plundered by Malays, Sooloos, or Nicobarites, and one of these had been abandoned. (Though let us ask, in passing, whether in this respect these natives are worse than the people of some parts of Cornwall and Ireland, who plunder the vessels that are wrecked on their coast?) Of the remaining nine TWO were *burnt*, THREE were attacked by Chinese pirates, THREE by Malays or Illanuns, and ONE by the natives of the Nicobar Islands, who are neither Malays, Illanuns, nor Dyaks. *Thus, the most authentic returns prove that the Dyaks have not molested one British vessel during the whole time that Sir James Brooke has resided at Sarawak; and we have shown that they never did before that period.*

Sir James Brooke, in alluding to the award made by Sir Christopher Rawlinson of the 20,700*l.* head-money to Commander Farquhar, asserts "that the piratical character of the Sakarrans had been decided in the Admiralty Court." This is a palpable mis-statement, and is calculated to mislead public opinion. Sir Christopher Rawlinson did *not* decide whether the Sakarrans were or were not pirates. It was not his office to do so, and an inspection of his certificate will prove the fact. All that he did was to certify, under the 6 Geo. IV, cap. 49, that evidence satisfactory to him had been produced of a specified force of ships and men having succeeded in capturing or destroying a certain number of prahus *alleged to be piratical;* in killing a certain number of persons on board such prahus; and of the aggregate number of men engaged on board of them at the commencement of the attack, having amounted to not less than 2,640 men. Beyond this, Sir Christopher Rawlinson had no authority nor jurisdiction in the matter; and therefore, so far from his certificate settling the point of piracy or no piracy, as certain journals and certain members of Parliament have asserted, it settles no such thing; it only entitled Commander Farquhar to receive 20,700*l.* according to a particular statute, and did nothing more.

But let us investigate the nature of the evidence which proved so satisfactory to Sir Christopher Rawlinson on all the points enumerated in the statute, and on which he proceeded to dispose of so large a sum of the public money? Of the eleven witnesses who were examined under the Commission from the

Court of Judicature at Singapore, only one was a competent witness in the case, and he was a Sereban, who formed one of the crew of the fleet destroyed by Commander Farquhar. His testimony is to the effect that there were exactly 150 prahus out, manned by *not less* than thirty men each, making a total of 4,500 men. Sir Christopher Rawlinson's award is based upon "satisfactory evidence," that the number of men on board the prahus was not less than exactly *two thousand six hundred and forty*. Evidently, then, the testimony of the witness above alluded to was worth nothing, or the Recorder of the Admiralty Court ought to have awarded Commander Farquhar 30,000*l*., reckoning 500 killed at 20*l*. per head, and the remainder at 5*l*. per head, according to the Act, mercy being in this case at 300 per cent. discount.

Surely the country has a right to demand an investigation of this question; and may also claim to be enlightened as to the real evidence on which Sir Christopher gave his award, since it is clear that it was adjudged quite independently of the testimony of the only witness who deposed to the facts on which the Act empowered him to base it. It is true we have Sir James Brooke's evidence, if it ought in fairness to be taken; as it was, and sworn to, before two unqualified persons of his own nomination; but that gives *not less than three thousand five hundred men present* at the commencement of the action, of which number he states, that to the best of his belief 500 were killed, but that current report said fully 1,000. Sir Christopher Rawlinson's award, then, was also independent of Sir James Brooke's testimony; and Mr. Cobden seems to have been aware of this marvellous inconsistency, when he demanded that the evidence should be produced on which that award was made; for considering that the object of the Commission was to ascertain the precise nature of the claim, it is most extraordinary, that out of the eleven witnesses summoned to give evidence on that point, only ONE should have afforded any information bearing upon it, and that *his* testimony should have gone for nothing.

But Sir James Brooke's own deposition is, in an important respect, singularly contradictory. We subjoin the extract:

"Deponent further declares that he is *perfectly certain* of the piratical character of the Serebas and Sakarran tribes; that as far back as the year 1839 deponent's attention was attracted towards these pirates *on the 28th September in that year;* whilst lying in his (deponent's) schooner, the 'Royalist,' at the Moratabas entrance of the Sarawak river, *two prahus* containing about twenty men, acting as pilots to the 'Royalist,' were attacked by a party of Serebas men about 9 o'clock at night. Several of them were wounded, and the rest fled into the jungle. Deponent went to their assistance, with two boats, and *pursued the pirates:* he believes *there were three or four piratical prahus,* but the night *was too dark to distinguish clearly.*"

Sir James Brooke here swears to three particular facts. First, that "he *pursued the pirates;*" secondly, "*that he believes there were three or four piratical prahus;*" and, thirdly, that "*the night was too dark to distinguish clearly.*" But let the reader now refer back to page 373, where we have quoted, from Sir James Brooke's own journal, the account of *this very* same rencounter, and he will find it there distinctly stated that "he (Sir James Brooke) met the Panglima's boat pulling towards the vessel, and returned with him, *considering it useless and rash to pursue the foe.*" Secondly, that "there was *one Dyak boat,* with a crew estimated at thirty-five men" (not three or four piratical prahus); and thirdly, that they, namely, Sir James Brooke and his companions, *never saw their assailants at all,* the deep shadow of the hill *entirely preventing their doing so;* so that they were quite ignorant of their number, their strength, or their *description.*

Besides these glaring discrepancies, there are others of a minor character. But we would ask whether such contradictory evidence as this, on simple points of fact, would be admitted in a court of justice, even against the meanest offender; and whether, therefore, in a case of life and death, as in the present instance, it ought not to be received with extreme mistrust. This part of Sir James's Brooke's deposition, by which he seeks to prove that he knows the Serebas and Sakarrans to be pirates amounts to this—he pursued the pirates, because he considered it useless and rash to do so, *and therefore did not;* he believes there were three or four piratical prahus, because there was *one boat;* and they

were certainly Serebas or Sakarrans, because *he never saw them, and, consequently, was quite ignorant of their description.*

But Sir James Brooke, and certain of his newspaper supporters, assert "that the piratical character of the Sakarrans had been decided in the Admiralty Court." In his affidavit of September 25, 1849, quoted above, he says:

"The piratical character of the Serebas and Sakarrans had been already decided in a Court of Admiralty Judicature in England, *in the case of Captain Keppel, when he received compensation under the Act of Parliament*, and may now be adduced as the fullest proof of the petititioner's (Captain Farquhar's) claim."

Now this is another of those plausible statements which are calculated to mislead the public, and which are, nevertheless, grossly erroneous on points of fact. In the first place, Captain Keppel received no head-money compensation for his operations up the Serebas river. We have before us the Parliamentary "Return of the amount of Head-money paid since the passing of the 6th Geo. IV, cap. 49, to the end of 1849," in which we find that on the 8th June, 1844, Captain Keppel was paid 795*l.* for the crews of two prahus, all Malays, captured off Tanjong Datoo, coast of Borneo, on the 22nd May, 1843. On the 14th March, 1845, 1,425*l.* for the crews of six prahus, nation not stated, taken off the Serhassan, one of the South Natunas, on the 10th May, 1843 On the 19th May, same year, 2,525*l.* for the crews of a great number of piratical vessels belonging to Seriff Mulah, captured fifteen miles up the River Undop, a branch of the Sakarran, Borneo, on the 14th August, 1844; and a further sum of 4,500*l.* for the crews of six war prahus, "*all Dyaks*,"* taken in the same river on the 19th of the same month. But the operations against the *Serebas* took place in June 1843; and the Parliamentary Return shows no head-money paid for them. Indeed, as the Act refers only to piratical vessels and to their crews, it is difficult to conceive how he could claim compensation under it, for sacking and burning towns and villages, the only things that were attacked in the Serebas. So far, therefore, from the awards of the Admiralty Court present the "*fullest proof*" against the Serebas Dyaks, they prove just nothing at all, except that this kind of pirate-hunting is a very lucrative recreation.

But if the acts of aggression deposed to in these and in the more recent instances do prove the piratical character of the Sakarrans and Serebas, then, upon Sir James Brooke's own showing, the natives of the Sarawak territory are pirates also, because they commit similar depredations upon the Sakarran people, and take their heads whenever they have an opportunity. If, formerly, they did not fit out equally large expeditions, it was because they were not strong enough; though, since Sir James Brooke has been amongst them, they have abundantly made up for previous deficiencies in this particular. It is true that, in the depositions alluded to, the words "pirates, piratical," and similar appellatives, are overfrequently employed; but after the illustrations we have furnished of the extremely extensive application of this term and its compounds in the Brookeian vocabulary, we think no person of unbiassed judgment will for a moment admit that the accusation has been substantiated. Now, we do not hesitate to affirm that the more recent aggressions of the Serebas and Sakarrans have been provoked and increased in ferocity by the pertinacions enmity and intrigues of Sarawak, and that, as a necessary consequence, its allies and friends have been involved in the sanguinary retaliations which these two tribes have sought to inflict.

In further support of his accusation against Sakarran and Serebas, Sir James Brooke incloses, in a despatch to Lord Palmerston dated 5th of March, 1850, two documents purporting to come, the one from the Sultan of Brunéi, the other from Pangeran Makota, and addressed to him. The object of these communications—like those addressed to Captain Keppel—is to call the attention of Sir James Brooke to, and to solicit his aid in suppressing the depredations of the Serebas and Sakarran Dyaks; although Rajah Brooke must have been better informed on this head than either the Sultan or the Pangeran, seeing that they were so "notorious," and that he was some hundred miles nearer the scene of action than they were. It must be confessed that the appli-

* That is, reputed pirates according to the Brookeian acceptation.—*Ed.*

cation seems singularly inconsistent, when we observe, that only in September 1848, Sir James Brooke writes to inform Lord Palmerston that the Rajahs of Brunéare in league with these self-same "piratical Chiefs of the Serebas and Sakarran;" and adds that "he will not trouble his Lordship with the detail of the policy to be pursued towards the Sultan and Rajahs of Brunéfor good faith was not to be expected from so bad a Government; though its influence was so inconsiderable, it would not be worth while, at present, to punish them for their bad faith." In Muda Hassim's time, Sir James Brooke had striven to the utmost to render that influence as inconsiderable as possible; and there cannot be a doubt but that he might now procure from the Bornean rulers any document he pleased. But with reference to the two in question, one would naturally infer that Sir James Brooke had received them before July 31, 1849; for he obviously submits them to Lord Palmerston as evidence at that time in his possession. Now, they are both dated, "*Mahomedan year* 1266, *corresponding with* 1849 *and* 1850." This date, it will be observed, is not very precise; it is even something less, *for the first day of the Mahomedan year* 1266 *answers to the 19th of November* A.D. 1849. But the massacres off the Kaluka were perpetrated on *July* the 31st, so that *these letters bear date three months and nineteen days too late to be admissible as evidence justifying that transaction;* in other words, it would appear that they must have been written, at the earliest, three months and nineteen days after it took place. They are equally worthless in other respects. The statements they contain are of the vaguest kind; they also refer to extraneous matters; and the few particular facts they do bring against the Serebas and Sakarrans might, for anything that appears to the contrary, have occurred twenty years previously. Whether, in a matter of so much importance, documents of a character so equivocal as these, both in respect of facts and dates, ought to be permitted to supersede more authentic testimony, is a question which it is to be hoped the country will determine; but under any circumstances, they must be regarded as of the same kind as those prepared for Captain Keppel.

As some importance has been attached to the native evidence, to which Sir Christopher Rawlinson refers, we will here advert to it in passing. There were eleven witnesses examined; of those, *only one was out* with the fleet that was destroyed: a second *saw it destroyed* from the banks of the river; and the remaining nine *neither saw nor knew anything about it.* Nine out of the eleven depose to the effect that the Serebas and Sakarrans are in the habit of attacking the small towns on the coast, killing the inhabitants for the sake of their heads. The other two depose to having been attacked in their prahus near the mouth of the Serebas river, and at the Moratabas entrance of the Sarawak, *either by Serebas or Sakarran Dyaks;* and ten out of the same eleven likewise depose to these acts having been committed within *a period ranging from six weeks to twenty-five years previously.*

Besides the foregoing native witnesses, there were three more examined under a Special Commission. Two of these were present when the fleet was destroyed, and depose to their having seen from sixty-three to seventy prahus lying wrecked on the beach after the massacre; to the number of men killed, 1,500; and to the general character of the excursions of the Serebas Dyaks. The third merely made oath that, forty-seven days previously, his son and five men had been attacked off the Sarawak river and killed, and that he had no doubt the Serebas or Sakarrans had killed them.

It is not a little remarkable that the only prahus—two in number—which there is evidence to show were plundered on the coast, were laden with *sago*—a perfect drug to the Dyaks, who cultivate it in large quantities; that the majority of those who give evidence are Malays resident at *Sarawak;* and that this evidence not only comes to us through the medium of interpretation, but presents every appearance of having been elicited by a process of interrogation peculiar to Sarawak, and on which Sir James Brooke insists, with particular emphasis, as absolutely necessary. In his journal, under date the 25th of March, 1842, he says:

"The laws of evidence, in a *free country,* prohibit any *leading questions* being put to witnesses. Here, for the purposes of justice, *it is indispensable;* for the people *being ruled by fear,* and apprehensive of consequences, *often falter before the face of the accused, and their testimony has to be wrung from them.*"

The effect which the fear of the Rajah's displeasure, and which the system of wringing evidence by leading questions would produce upon abject witnesses, in cases where there might exist a motive for eliciting testimony of a particular character only, we leave those to determine who have had experience of what may be done by the system of cross-questioning, as it is practised even in free countries. In the instance under consideration, and with such an announcement as the above to guide us, we must take leave to regard with very considerable suspicion all documentary evidence of the kind presented to us for the purpose of establishing a fact advanced upon a single authority, and that authority a prejudiced one.

The act of Piracy admitted, on the part of the Serebas and Sakarran Tribes, Sir James Brooke's proceedings not justifiable.

Granting, for the sake of argument, that the Serebas and Sakarran tribes are pirates, and attack native vessels, yet Sir James Brooke's proceedings against them would not be justifiable. The Parliamentary Papers inform us that the object of Sir James Brooke's appointment as Her Majesty's Commissioner in Borneo, was " *to afford to British commerce* that support and protection which, though needed in all foreign countries, is peculiarly required in the Indian Seas, in consequence of the prevalence of piracy in those quarters."

Her Majesty's Government here evidently contemplated that piracy which threatened British commerce, and the dangers to which experience had proved it might be exposed, from those whose practice of it in the Eastern Archipelago was notorious. The Chinese, and the various Malayan tribes we have already referred to, and which competent authorities had indicated as pirates by profession, came under this category; for British commerce had suffered from their depredations. Thus, Sir James Brooke became bound to observe those regulations for the suppression of piracy which the Commissioners of the Admiralty had judged most effective for that purpose, unless relieved from the observance of them by special instructions. Such, however, do not appear ever to have been issued to him. In drawing up their general instructions for the guidance of Sir F. Collier, the Admiral on the Station, the Commissioners exhibited real foresight, and a humanity deserving of the highest praise; and it must be borne in mind, that in requiring the cooperation of Her Majesty's naval officers for the protection of British commerce against piracy, Sir James Brooke did so, subject to those instructions, which he possessed no power nor authority to exceed, but was bound to abide by them, as well as the Admiral on the Station. Now they are to this effect:

" You will employ the force under your orders to the utmost in checking piracy, as well in the Malayan Sea as on the coast of China; *but you will much rather endeavour to check piracy amongst the islands of the Archipelago by a good understanding, and by enforcing the observance of Treaties with the native Chiefs, than by encouraging hostile operations and expeditions of a coercive character;* and with regard to the coast of China, you will carefully *draw a distinction between the repression of acts of robbery on the coast*, which ought rather to be controlled by the police of China than by Her Majesty's ships, and those predatory and violent acts, which may more properly be classed under the name of piracy."

How far Sir James Brooke has observed the letter, or even the spirit, of these instructions, his proceedings have shown. He took no steps—at least if he did, he has not specified when and of what kind they were—to come to a good understanding with the native chiefs of Serebas and Sakarran; on the contrary, he provoked them by the assumption of an authority which they would not submit to; and instead of conciliating, encouraged sanguinary expeditions against them, making no distinction between piracy and acts of robbery on the coast. He did not even observe existing Treaties, though he severely punished any infraction of them on the part of the natives. The attack of the 31st of July, 1849, was in open violation of the Treaty between Her Majesty and the Sultan of Borneo, entered into on the 27th of May, 1847, as the subjoined Clause 4 fully proves:

" Her Majesty the Queen of the United Kingdom of Great Britain and

Ireland, and the Sultan of Borneo, hereby engage to use every means in their power for the suppression of piracy within the seas, straits, and rivers subject to their respective control or influence; and His Highness the Sultan of Borneo engages not to grant either asylum or protection to any persons or vessels engaged in piratical pursuits; and in no case will he permit ships, slaves, or merchandise captured by pirates to be introduced into his dominions, or to be exposed therein for sale. And Her Britannic Majesty claims, and His Highness the Sultan of Borneo concedes to Her Majesty, the right of investing her officers, and other duly-constituted authorities, with the power of entering at all times, with her vessels of war, *or other vessels duly empowered*, the ports, rivers, and creeks within the dominions of His Highness the Sultan of Borneo, in order *to capture all vessels engaged in piracy* or slave-dealing, and to seize and to *reserve for the judgment of the proper authorities*, all persons offending against the two Contracting Powers in these respects."

By this Treaty a power is conceded to Her Majesty's Representative "to *capture all vessels engaged in piracy, and to seize and to reserve for the judgment of the proper authorities all persons offending*," &c. But it did not empower Sir James Brooke to destroy vessels merely assumed to be piratical, still less to slaughter indiscriminately the individuals on board of them. Besides, although Sir James Brooke invariably describes the native craft of the Serebas and Sakarrans as war-prahus, they are no such thing, but are canoes, bound together with rattans, propelled by paddles, and having neither sails nor masts. The war-prahus of the various Malayan tribes have both, are propelled by oars, and are of a very different construction; and a mere inspection of the engravings which illustrate Sir James Brooke's published journal will satisfy any one of the fact.

Sir James Brooke not only violated the above-quoted Treaty, but likewise acted contrary to the instructions of Rear-Admiral Sir Thomas Cochrane, which he issued to the Captain and Commanders of Her Majesty's vessels in the Chinese seas. It will not, we presume, be attempted to set up the quibble, that the coast of Borneo is not in the Chinese seas; for it must be remembered that both Captains Keppel and Mundy were detached to the Bornean coast from the Chinese squadron, and were therefore acting under the Admiral's "General Memorandum." These instructions are:

"That Her Majesty's ships and vessels do not interfere directly or indirectly with any ship, vessel, or boat they may fall in with, under the supposition that she may be a pirate, or have been engaged in any unlawful act, unless she shall have, within view, attacked some British vessel or subject, or except on such proofs of that fact as would satisfy a Court of Admiralty in England."

We have proved that the Serebas and Sakarran Dyaks have never attacked a British vessel or subject (save in self-defence, in their own rivers); and therefore there were no grounds for the interference of Captains Keppel and Mundy and of Commander Farquhar in the quarrels of Sarawak with those tribes, and for the repression of the acts of violence which they originated. It is manifest that the Admiralty Commissioners did not wish the naval commanders on the station to become the mere police officers of the coast of Borneo, nor to be involved in petty skirmishes with native tribes, inglorious alike to the service and to those engaged in it; and there is little doubt that the prohibition to interfere with native craft, on the mere supposition of their being piratical, was based on a wish to deprive the Head-money Act of one of its most disgusting features, namely, the incentive it held out to the indiscriminate attack of native prahus, junks, &c., for the sake of the premium on the killed. That this principle of non-interference is observed there is no lack of proof. One of them is especially pertinent. When the "Samarang," commanded by Sir Edward Belcher, visited the Sultan of Sooloo—whose subjects are mentioned by authorities as the arch-pirates of these seas—and "several suspicious prahus of Ballignini took their departure," although Sir Edward says he felt satisfied "that ample grounds could be adduced for their dispersion, or even annihilation, and offers were made to conduct him to their private haunts, *if he would act*; yet," he adds, "as our orders were imperative, *not to interfere unless an act of piracy on a British vessel was proved*, I could have no pretence for taking up the cause of the Spanish Government." (Vol. ii, p. 208.) This, we should suppose, ought to determine how far Sir James Brooke was authorised to call in the aid

of Captains Keppel and Mundy for the suppression of those aggressions to whi he has given the name of piracy. The following extracts from his remarks "O the Piracy of the Malayan Archipelago" will suffice to exemplify Sir Jam Brooke's theory of piracy, in opposition to the specific definition of it as implied in the Government documents which we have alluded to. The passage evidently aims at establishing a plea on which he could seek to extenuate his wholesale massacres of the Serebas and Sakarran Dyaks:

"A question *may arise* as to what constitutes piracy; and whether, in our efforts to suppress it we may not be *interfering with the right of native States to war one upon another.* On the first point, it appears to me that the plunder or seizure of a peaceful and lawful trader on the high seas constitutes an act of piracy, without any reference to the nation or colour of the injured party; *for if we limit our construction of piracy, we shall, in most cases, be in want of sufficient evidence to convict,* and the whole native trade of the Archipelago will be left at the mercy of pirates, much to the injury of our own commerce and of our Settlement at Singapore."

Thus, the chief grounds of Sir James Brooke's objection to limiting the construction of piracy so as to exclude the right of native States to war one upon another, are, that by conceding this right, independent Chiefs may make it a plea for piracy, and that, in most cases, there will be a want of evidence to convict. The massacre of the 31st July, 1849, proved that Sir James Brooke though it by far the most equitable course to punish without conviction; and therefore it would seem that, in the Brookeian code, accusation is tantamount to proof.

But his policy recognises no other foundation than such as might can establish. In urging measures for the suppression of piracy—always assuming its existence in a particular instance to be proved—we find no traces of that philanthropic spirit which was so ostentatiously paraded before the public some few years since. There is no indication to try the effect of a conciliation, or ot a better example: nothing but slaughter and annihilation. And that we may not be thought guilty of exaggeration, we call attention to the following passage, persisting that it is pointed at the non-interference clause in the Admiralty instructions:

"I would *especially urge,* that to eradicate the evil, the *pirate-haunts must be burned and destroyed, and the communities dispersed;* for merely to cruize against pirate-prahus, and *to forbear attacking them until we see them commit a piracy, is a hopeless and an endless task,* harassing to our men, and can be attended with but very partial and occasional success; whereas, on the contrary principle, what pirate would venture to pursue his vocation if his home be endangered—if he be made to feel in his own person the very ills he inflicts upon others."

If this un-Christian and sanguinary policy could even lay claim to the merit of success, there might be found some in whose judgment that success would justify its application; but it has signally failed in effecting its object, each succeeding expedition against the Serebas and Sakarrans having proved bloodier than the one that preceded it; so that the ultimate end of persistency in it must be the annihilation of those tribes.

If, in the course of his observations on the best mode for the suppression of piracy, Sir James Brooke at any time hints at measures of a conciliatory character, they are recommended only as subsidiary to others of a harsher kind He recommends that—

"*In the first place,* a blow should be struck at the piratical communities *with which we are already acquainted,* and *struck with a force* which should convince all other pirates of the hopelessness of resistance; *subsequently,* the recognised Malay Governments may be detached from all communication with pirates; and joining conciliation with punishment, *laying down the broad distinction of piracy and no piracy,* we may foster those who abandon their evil habits, and punish those who adhere to them."

We do not know on what principles Sir James Brooke would lay down the broad distinction between piracy and no piracy; but it is manifest that hitherto he has never done so.

In his despatch to Lord Palmerston, Sir James Brooke admits "that many

innocent lives" were lost in the engagement of the 31st of July, but he gives no explanation of this fact. In his journals, however, we find it repeatedly stated, that the piratical crews usually consist of a proportion of slaves, to the extent of four-fifths of the whole number of individuals on board. If his own account of the total number of killed be correct, we may conclude that out of the thousand victims—the lowest estimate—slaughtered during that engagement, and subsequently in the jungle, EIGHT HUNDRED WERE INNOCENT. We have already alluded to the only witness who gave testimony as to the actual number of men on board. He was a Sadong Malay, living at Serebas, and deposed to having been compelled to join the expedition, under penalty of being "killed by the Chiefs" if he refused. We also learn from Sir James Brooke, that the slaves, who form the majority of the crew, are unprovided with weapons, their duty being to ply the paddles, one party relieving another; and that, except by special order, they are absolutely prohibited from fighting.

If this statement be accurate, it would appear that the crew of the Serebas and Sakarran fleet were very inferior in effective numbers to the allied English and Sakarran native squadron, as the subjoined account of the respective forces will show.

The Sadong Malay above mentioned, Siup by name, states that the Serebas fleet consisted of 150 prahus, very few of which had less than 30 men on board; some had 40 and 50, and some 70. Thirty men will therefore be a fair average for each, which would give a total of 4,500; 1,000 above Sir James Brooke's estimate, and 1,860 above the number on which Sir Christopher Rawlinson based his award to Captain Farquhar. But if four-fifths of these were slaves, the whole number of fighting-men—armed merely with swords, shields, and spears—would not exceed 900, the slaves being at the paddles. With regard to their armament, Siup says there were *four* brass guns distributed on board these 150 prahus; but that each prahu carried a few muskets, and quantities of swords, spears, and shields. Sir James Brooke deposes to his having himself seen *some* small brass guns, without stating where he saw them, or their number. He adds that he also saw quantities of other arms, but says nothing about muskets. The English and native force opposed to this fleet consisted of Her Majesty's sloop "Royalist," mounting twelve 12-pounder brass guns, and one 12-pounder howitzer; the Honourable East India Company's steamer "Nemesis," carrying two 32-pounder traversing-guns, four 6-pounder brass guns, and two 3-pounder rocket-tubes; the gig, the pinnace, and the cutter of Her Majesty's sloop "Albatross," the first mounting one 1½-pounder swivel, the second one 12-pounder howitzer, and one 1½-pounder, and the third one 12-pounder light brass howitzer, and one 3-pounder rocket-tube; the two paddle-box boats and the cutter of the "Nemesis," each carrying three 1-pounder brass guns; the cutter of the "Royalist" mounting one 3-pounder brass gun, and one 3-pounder rocket-tube, and the "Rance," river steamer, carrying one swivel-gun, and one 6-pounder rocket-tube. Besides this there was the Sarawak native flotilla, special, consisting of 23 prahus, well armed with small guns and musketry; and a further reinforcement of 47 prahus, of the armament of which no account appears. In numerical strength the English force amounted to 106, officers and men; the native boats are said to have averaged 40 men each: total 3,906 men, including the British. Now, let it be remembered that this power of artillery was intended to act against men whom Sir James Brooke declares to be terrified at the very report of a musket; who were in canoes bound together with rattans ("*which any boat with a swivel might cut up*"; *vide* Sir James Brooke, *ante* p. 23); who had only wicker shields to defend their bodies; and the immense superiority of Commander Farquhar's squadron—not only in point of military equipment, but likewise in numerical fighting strength—will be readily estimated. We wish to dwell upon this fact, because the affair of the 31st of July, which was nothing but a butchery, has been designated as "an engagement," lauded as a most "gallant action," and entirely approved of by Her Majesty's Government; whilst no end of praise has been lavished on those who are said to have "distinguished themselves on that occasion."

Commander Farquhar's account of this "engagement" is singularly concise. Within a dozen lines are comprised the details of the "action," from the firing of the preconcerted signal-rocket by Rajah Brooke, to the total destruction of the Serebas and Sakarran fleet. There was no fighting; no defence attempted; no shot from either of the four brass guns or from the muskets which are

reported to have been on board their fleet: nothing but flight, and pursuit, and destruction. No call to parley; no invitation to surrender; no mercy. The very wretches who were seeking to escape to shore, were run down by the "Nemesis" steamer, whose inward strength was put out to the utmost, to break and crush their bodies as they swam away, with desperate energy, from the iron death that was pursuing them. From the very disposition of the allied force, and from the nature of its operations up the country, *after* the affray at sea, it is clear that nothing less than annihilation was contemplated. Retreat to the rivers was impossible, for there the men-of-war boats and the native prahus lay in wait, whilst the larger vessels effectually blocked escape by sea. It was in fact nothing but an ambush and a massacre.

Sir James Brooke denies that any acts of inhumanity were committed, but, he adds, "It would indeed be hard to make Captain Farquhar or myself responsible for deeds of cruelty, if any such occurred, committed by individuals in hot blood during a fight and subsequent chase." There was *no* fight! The loss on the part of the British was one man, who shot himself by accident: on the part of the natives, two killed and six wounded, in the jungle. And Sir James Brooke *is* responsible for the hideous homicides that he encompassed. No cruelty, indeed! No inhumanity! Then deeds mean nothing, and words have no value.

It has been called "a naval execution," very improperly: for execution certainly implies previous trial and judgment. The "Times" of the 5th of June, 1850, says: "*The criminal law of England requires that degree of certainty which the unanimity of twelve men implies, to sanction the punishment of the meanest offender.*" But professing that conviction, and giving publicity to this fact, with what degree of consistency can it maintain that Sir James Brooke was justified in putting to death some 1,000 or 1,500 human beings, on the bare allegation of their being pirates. He was at once informer, witness, jury, judge, and executioner, but fulfilled the hideous duties of the latter office first.

Again, on what plea can a transaction be justified which resulted in the destruction of so many absolutely *innocent men:* innocent according to his own admission; the slaves—the miserable beings who were acting under compulsion! The laws of this realm do not involve the innocent in the punishment of the guilty, and the country has an undoubted right to require that Sir James Brooke should answer for violating them.

Sir James Brooke says that on the second day he issued directions to take prisoners, and even offered rewards for them. It does not appear that many *were* taken, and those Sir James Brooke released. But if their slaughtered associates were guilty of piracy, and putting them to death for it was justifiable, the prisoners were likewise guilty and equally liable to punishment. Why then were they not reserved for trial before a competent tribunal? Why were they not brought to Singapore? Their condemnation by a legally constituted court would at least have gone in extenuation of the massacre of their comrades, though it could not have justified it.

In another despatch to Lord Palmerston, dated March 5, 1850, Sir James Brooke seems to complain that "no specific facts are urged to prove the innocence of this piratical community;" meaning that of Serebas and Sakarran. But what specific facts has he himself adduced in proof of their guilt? He certainly says that these communities "indiscriminately capture every vessel they can overcome on the high seas, and devastate the entire coast; whilst the others respect strangers, *commit no piracy, and are guilty of no aggressions on their neighbours.*" But again we ask, where are the proofs? The Parliamentary Returns show none: the Singapore merchants declare their ignorance of such piracies; and the officers of Majesty's navy, and those in the Honourable East India Company's service, deny the fact. Even Commander Farquhar's narrative disproves Rajah Brooke's assertion. He tells us that he determined to await the return of the expedition, "upon the advice of his Excellency," who, having a thorough knowledge of the habits of the piratical tribes, informed him that "*it would certainly not extend over five to seven days.*" Now how far out on the high seas could these people paddle in their rattan prahus in a couple or three days? And if they really do venture, and they are so formidable, how is it they have never been fallen in with by merchant-vessels and cruizers, and that the premium of insurance at Lloyds is not higher on ships frequenting those parts, than on those resorting to the neighbouring seas? These are surely points

worth inquiring into: and since Sir James Brooke assures Lord Palmerston that he has no objection to any inquiry conducted by competent and impartial persons, the Legislature cannot reasonably refuse to institute one without loss of time.

Concluding Observations.

We will now advert to Sir James Brooke's vindication of himself to Lord Palmerston, and to the principal features that it presents. His despatch of the 2nd February, 1850, contains a summary of his proceedings against the Serebas and Sakarran tribes, from the year 1843, which he seeks to justify by making general allegations of piracy against them, unsupported, however, by any evidence. He attributes the more recent aggressions of these unfortunate people to the relaxation of what he styles "the system introduced by Captain Keppel," although, as we have shown, the latter merely followed his (Rajah Brooke's) instructions; who ought, therefore, manfully to have assumed what he now appears to consider a doubtful responsibility, rather than have sought to cast it by a side wind upon Captain Keppel.

In the next paragraph he blames himself for "giving way to a weak compassion, arising partly from ignorance, and partly from an ill-grounded hope of attaining an object due to humanity by peaceful instead of warlike means:" consoling himself, however, by expressing his determination to employ the severest measures in future. But we appeal to any one who has taken the pains to peruse Sir James Brooke's journal, whether there can be found in them a single passage which betrays that he ever leant to the side of mercy; and whether he at any time gave to the Serebas and Sakarrans the benefit of the doubts which this ignorance of his might reasonably be supposed to have engendered? He next assumes that those who reside in England are necessarily ignorant of the facts that are notorious in his part of the world, and to that ignorance attributes their confounding "the atrocities perpetrated by the Serebas and Sakarran pirates with the measures of self-defence adopted by the peaceful inhabitants of other rivers for their own security, and for the punishment of offenders." It is certainly easier to prefer an accusation of ignorance against an opponent than to controvert a fact. Now some few facts, not of Sir James Brooke's furnishing, rise up in awkward opposition to his accusations, and, until he has controverted them, they will have their weight, let him say or do what he may. They happen, too, to be substantiated by authorities that have withstood the test of time; whereas his own counter-statements are contradicted, not only by the ignorant folks at a distance, but by individuals who, being on the spot, may reasonably claim to be as enlightened on the subject as himself. Who, we would ask, are these peaceful inhabitants of the other rivers whom he thus distinguishes from the Serebas and Sakarrans? The Dyaks of Sarawak! The Lundu, the Sow, Singe, Sibnyou, and Balow! The same amiable Dyak, whose cool atrocities during and after the attack of the 31st of July, made even the steel-hearted Mr. Vigors shudder; and whose collection of heads, procured of course in the most peaceful and amiable manner, excited the brilliant wit of one of Sir James Brooke's companions to perpetrate a pun! The Rajah takes it for granted that we at a distance do necessarily confound the "*atrocities of the Serebas*" with the measures of punishment which their peaceful neighbours have lately been in the habit of inflicting; and, in this one instance, he has jumped to a correct conclusion, for we cannot perceive the smallest difference between them.

In insisting anew upon a continuation of coercive measures, Sir James Brooke declares that the good effects resulting from Captain Keppel's operations continued for two years; in fact, "completely put an end to their (the Serebas' and Sakarrans') piracies." But compare these statements with the entries in the Rajah's journals, and it will be found, that so far from having produced a good effect, the reverse was the case; for parties of the defeated tribes lay constantly in wait to surprise small numbers of their enemies; and during this time the necessity of "teaching the Serebas a severe lesson" was continually urged as a plea for again and again requiring the aid of Her Majesty's naval officers. In order to justify, to some extent, a continuance of his coercive policy, Sir James Brooke asserts that it is necessary to the interests of commerce, and the maintenance of our national position in the Archipelago. But he

adduces no proofs of our commerce having suffered; nor does he show how our national position is to be similarly affected by the adoption of milder measures. The whole of his remarks relate to the unfortunate Serebas and Sakarrans, whom he persists in persecuting, though they never interfere with our trade; whilst he altogether loses sight of the real delinquents, the Lanuns, Malays, and others, who *are* a scourge in those seas; who *do* molest our vessels when they can; and against whom, had he been really as earnest in suppressing piracy as he has been to extend Sarawak influence, by annihilating Sarawak enemies, he might, with greater show of justice, have adopted those measures which the law permits. But even in their case, it is no matter of doubt that conciliation will accomplish more than coercion. Sir James Brooke, however, is not of this opinion. He says, that "true humanity to the pirates themselves, as well as to thousands who better deserve our pity, should prompt a vigorous, and, if necessary, a severe course of measures to prevent bloodshed and to protect trade; and that, if such efforts are relaxed, it will inevitably lead to the sacrificing of the innocent with the guilty. Any other course," he adds, "is weakness and cruelty in the garb of humanity."

Undoubtedly Sir James Brooke has come to be regarded as an authority in these matters; but the evils he appears so to dread, as the consequence of adopting conciliation ("*long-eared philanthropy*," as he somewhere styles it,) as the basis of his policy, are merely prospective. On the other hand, we have proof positive of the good results that humane measures *have* brought about. Not so many years ago, there was scarcely a petty Malay State on the coasts and islands adjacent to Singapore, the Chiefs of which did not labour under a similar charge of aiding and abetting piracy; and their systematic depredations and spoliations were for more than a quarter of a century a constant source of irritation to the inhabitants of the Straits Settlement. But what course did Governor Bonham adopt? He made a tour of inspection, visiting every suspected place; and though he procured, in numerous instances, convincing proofs of the connivance of the Chiefs at piratical practices, he took into consideration the weakness and long-subsisting irregularity of the Governments of these Malay States, and resorted to no measures of violence, even against the principals, much less to indiscriminate retaliation against a whole population. He accepted pledges from the Chiefs, gave them emphatic warnings, and encouraged them to engage in legitimate commerce. This policy wrought marvellous results; for the pirate Chiefs soon discouraged the marauding excursions of their people, and there has since been scarcely an instance of a Malay pirate prahu being seen in the Straits of Malacca. Even Rajah Brooke himself is compelled to admit that, by taking care of the prisoners captured by his Dyaks, treating them well, and then releasing them—as he informs us he has himself done on many occasions—a feeling of gratitude is excited in them; and that this "is a powerful means of producing a favourable impression amongst a people with whom," according to him, "piracy is a trade, and murder no crime." Further, in a despatch to Lord Palmerston, dated 1st October, 1849, he distinctly states that the making of the proposed fort on the Sakarran river "*a place of trade, will go further towards curing the propensity for piracy than any other measure.*" But why, then, not try trade *versus* piracy (?) at first? The confession comes now with the very worst grace. It seems, as if, having given his "hard-knock" policy every possible trial, he were at length driven to admit that it has failed. It is indeed time to try considerate and conciliatory measures; they *could but fail* too.

Sir James says, however, that his policy meets with the approbation of all those whose opinions upon this subject are founded on a knowledge of the facts; and, in proof, sends Lord Palmerston the copy of an address which, he adds, includes the names of the representatives of all the mercantile firms (with the exception of three) established at Singapore." So much stress has been laid upon this document, as expressing the opinion of persons reported to be well acquainted with the real merits of the question, and who, by this public testimonial of satisfaction, are supposed to have passed a severe censure upon "Sir James Brooke's calumniators," that some little interest necessarily attaches to it. Upon an examination of the signatures, however, twenty-two in number, we find, although Sir James Brooke states that they comprise the representatives of *all the mercantile firms save three,* that *three of them are not merchants at all*; one being the master attendant, the second a medical man, and the third the editor of the newspaper which defends Sir James Brooke's proceedings: the latter, more-

over, his printer and law advocate. The remaining nineteen *do not represent firms*, but are individuals belonging to thirteen firms. But there are *twenty-seven mercantile firms* at Singapore; so that instead of three, as James Brooke states, there are fourteen firms that have not signed the address. Besides, after all, it is an expression of the opinion of only a very small section, namely, one-ninth, of the adult male European population; which, according to the account received by the same mail that brought the address to England, numbers 198 individuals; so that there remain 176 who have expressed no opinion. Again, of the thirteen members of firms who signed this address, one is Sir James Brooke's agent, and the remaining four have a direct interest in Sarawak.

We should certainly not have thought it worth while to notice this incident, had it not been asserted over and over again, that "the greater number of the merchants had declared, in the most emphatic manner, their approval of the measures" of Sir James Brooke. It argues but little for the strength of a cause, when so much disingenuousness is thought necessary to support it.

We have shown, by extracts from Sir James Brooke's journals, that his aim is to extend Sarawak influence over the Punjaub of Borneo; and that the secret of his animosity towards the Serebas and Sakarrans lies in their being the hereditary enemies of the Sarawakians, and, from their strength, numbers, prowess, and independence, dangerously inconvenient neighbours. No one can doubt but Sir James Brooke's object all along has been to secure his territory against their inroads, and to acquire power over theirs; and this fact is made still more apparent by the suggestion he throws out to Lord Palmerston for the erection of a strong fort—since completed, we believe—at the mouth of the Sakarran river, so as to command not only that stream but the Batang Lupar. The object of placing the fort here is to enable the Rajah at any time to cut off all communication between the Serebas and Sakarrans, and the Malays, who supply them with salt and other necessaries (should such measures be deemed requisite by him), and thus compel these tribes to submit to his power. A simple inspection of the chart will show that the erection of this fort involves the invasion of the Sakarran territory, and is calculated to embitter the feelings of the natives still more against their ancient enemies of Sarawak, and probably to lead to further bloodshed.

In conclusion, we believe that those who have been at the pains to weigh the evidence we have placed before them, relating to the massacre of the 31st of July, 1849, will not deny that the country has a legitimate right to expect a further investigation of the circumstances connected with it. They are of a character imperatively to demand it; and we can affirm that the late Sir Robert Peel considered the sacrifice of life on that occasion so awful, and the whole transaction so equivocal, that on the 28th of November, 1849, he expressed a hope that "Her Majesty's Government" would "feel it to be their *imperative duty* to make an *immediate and complete inquiry* into it." Nor, if Sir James Brooke has it in his power to show that his conduct was justifiable, can he but desire such an inquiry. Whatever, however the plea that may be set up, our solemn conviction is, that no amount of crime—even though it were proved—could warrant so frightful a sacrifice of human life; a sacrifice unwarranted by circumstances; justified by no necessity; repugnant to humanity; contrary to sound policy; and outraging the heavenly quality of mercy, with which, as a Christian nation, it is imperative on us to temper our justice.

Postscript to Second Edition.

WE here wish to call attention to the following analysis of the last Parliamentary Paper on "Piracy (Borneo)" presented to the House on the 21st instant. In the course of the debate of the 23rd of May, 1850, Sir Francis Baring said, "That ships had been sent specifically for the purpose of the expedition by Sir Francis Collier, the Admiral on the station, and that the orders under which they acted were, to be exceedingly careful as to the parties whom they attacked." Now this statement was palpably incorrect, and its tendency was to mislead, by making it appear that the late Sir Francis Collier had sent the vessels, under special instructions, to attack the Serebas and Sakarrans; that he must therefore have been previously satisfied of their piratical character, and was responsible for the whole transaction. But it is clear that Sir Francis Collier

did not assume the responsibility implied by Sir Francis Baring's statement; for he accredited Commander Farquhar to Sir James Brooke, and thus threw the entire *onus* of the affair upon the latter individual. In other words, Commander Farquhar acted under orders from Sir James Brooke, and not from Rear-Admiral Collier. Again, by asserting that Commander Farquhar had particular instructions to be exceedingly careful as to the parties attacked, Sir Francis Baring evidently intended it to be inferred that Commander Farquhar durst not have attacked any parties that were not piratical. But the instructions contain no such passage: they simply state, "*You must take every precaution not to expose the men to needless danger, either from the climate or from the enemy.*" This is certainly a monstrous discrepancy, though not the only one. The debate took place on the 23rd of May, 1850, and Sir Francis Baring was supposed to be speaking authoritatively from documentary evidence in his possession. But these very instructions, which Sir Francis Baring affected then to be quoting, *were not received at the Admiralty until four months later, namely, on the 23rd of September.* How, then, could he have spoken to the facts in May upon authority? It can only be inferred that these disingenuous assertions were made with intention to mislead the public, and induce it to believe, amongst other fallacies, that the Lords Commissioners of the Admiralty had approved of the murderous operations against the Serebas and Sakarrans; whereas, much to its credit, and contrary to the assertion of Sir James Brooke (*vide* his letter to Lord Palmerston, 2nd of February, 1850), the Admiralty has not ratified those measures at all. Every possible obstruction to an elucidation of the facts also seems to have been interposed, of which the delays in the production of the papers moved for by Mr. Hume present a flagrant example. It was important, for instance, to ascertain what really were the orders under which Commander Farquhar acted; but although the precept of the House of Commons, calling for copies of Sir Francis Collier's instructions, is dated the 21st of March, 1850, they were not forthcoming until the 23rd of September (after the session had closed), and not delivered to members before the 21st of February in the present year, exactly eleven months after being moved for. Again, there occurs the following passage in Sir Francis Collier's despatch to the Secretary to the Admiralty, inclosing Commander Farquhar's report: "It would seem that Captain the Honourable Henry Keppel was right in judging that the services of the 'Meander' and 'Semiramis' were not required;" yet there does not appear in Commander Farquhar's report a single allusion to Captain Keppel, nor to the vessels named. Lord Eddisbury also, writing to the Secretary to the Admiralty, on the 9th of November, 1849, says, "Viscount Palmerston cannot but hope that the energetic measures of repression, and the prudent arrangements for future prevention, *which are detailed in Sir Francis Collier's despatch*, will have the effect, &c." But that which, according to the Parliamentary paper, purports to be Sir Francis Collier's despatch, *does not contain any such detail.* It is, therefore, clear, that some portions of both documents have been suppressed: for what purpose is obvious enough.

That Sir James Brooke's proceedings against the Serebas and Sakarrans are regarded with disfavour at Singapore is beyond a doubt. The last mail mail brought over an address to Mr. Hume, signed by fifty-three of the principal residents, merchants, and others, protesting against these repeated attacks, but particularly against the massacre of the 31st of July, and urging this indefatigable member to press for inquiry. Other testimony, as to the equivocal character of these transactions, and especially of the last, is not wanting: and we do not doubt but if, in addition to the evidence of the officers we have already mentioned, that of Rear-Admiral Sir Thomas Cochrane, Captains Gifford, Daniell, Young, and others, could be obtained, it would materially alter the complexion which the case has been made to assume by the supporters of Sir James Brooke.

L. A. C.

London, February 26, 1851.

[B No. 3. Handed in by Mr. Aitken, October 9, 1854.]

Borneo. Remarks on a recent "Naval Execution." By. W. N. London: Effingham Wilson, Royal Exchange. 1850.

Preface.

There is ample precedent for writing anonymously. One of our newspapers of considerable circulation, though daily notifying its own disregard of anonymous communications, never publishes a leading article that is not anonymous What is right in such a newspaper, cannot be wrong in this pamphlet.

For its literary defects, doubtless numerous enough, the writer, being an unpractised hand, craves every indulgence. Careless of the *digito monstrari*, he will be abundantly rewarded by his crude and unpolished remarks, hastily thrown together, conducing in any way to provoke inquiry; and if its result shall lead to an amelioration of the condition of the East insular tribes, no one will rejoice more than he. To him, at all events, does not apply Governor Brooke's observation, "that the happiness or misery of ten thousand of the inhabitants of Borneo is a matter of very small interest to the civilized world. and that a half *per cent.* rise or fall in the three *per cents.* is of greater importance than the life and death of these miserable people."—(See Mundy's "Narrative of Events in Borneo," vol. i, p. 337.)

Unfortunately, the materials for fully comprehending the character of the recent bloody butchery are not yet all dragged to light. It will be borne in mind that, hitherto, we have had only one-sided accounts as to who and what are the "pirates;" and that, although the pharisaical Rajah, while representing himself all just and merciful, depicts the uncivilised Serebas savage as "pirate and rascal," the latter might, perhaps, suggest a different picture, if, as the lion in the fable observed, *ses confrères savaient peindre.*

W. N.

January 14, 1850.

Borneo.

About three months since, there arrived in this country accounts of a deadly attack by Governor Brooke, with an allied British and savage force, on some of the native tribes in Borneo, during the night of Tuesday, 31st July, 1849. Though these accounts, from the frightful slaughter they narrated, were calculated to make one shudder, they appear to have attracted but little notice from the Christian inhabitants of Great Britain; while their Christian rulers have, by the promotion of one of the actors, with indecent and suspicious haste, emphatically proclaimed their sanction of this horrid deed of blood. Since, then, British Christians tacitly, and their Christian rulers expressly, approve of these proceedings, a humble apology for the present attempt to relieve his mind in print is due from the writer, who therefore respectfully takes leave to adopt as his excuse the hacknied heathen quotation,

"Homo sum: humani à me nihil alienum puto."

A few years ago, Mr. Brooke, by some means or other (whether by fraud, or force,* or both, or how otherwise, it is not for the present purpose material to inquire), took possession as Sovereign, under the title of Rajah, of a district of the immense island of Borneo, called Sarawak, about equal in extent to one of our largest English counties. It does not appear, however, that this arrangement of the Rajahship was acquiesced in by all the chiefs of that territory. Contiguous to this district of Sarawak are the countries of the Serebas and the Sakarran tribes; and between these and the people of Sarawak, as well as other uncivilised neighbouring tribes, there exists the usual warfare incident to savage life. Mr. Rajah Brooke was not slow to discover the impracticability of his fully enjoying the sweets of his Sarawak sovereignty with its revenues, while his

* Brooke's own version, in his diary, would lead one to infer the latter. He says—"I mustered my people, explained my intentions and *mode of operation*; and having loaded the vessel's guns with grape and canister, and brought her broadside to bear, I proceeded on shore with a detachment, fully armed."—Mundy, vol. i, p. 270.

alien mushroom throne was unrecognised by some of the chiefs, or so long as he and his barbarian subjects were exposed to the molestations of their border enemies. To put down, therefore, as well all refractory chiefs who might disclaim the rule of the European stranger in the territory of Sarawak, as also his disagreeable neighbours the people of Serebas and Sakarran, was the object of Mr. Rajah Brooke's ambitious policy, to effect which he allowed no scruples of justice or humanity to stand in his way.

A fair specimen of his treachery and cruelty in dealing with the former he himself has coolly related, in his own account of his proceedings against Parimban, the Chief of the Singa Dyaks, and Pa Tummo, the Panglima, "to establish," as Brooke says, "my authority over them, which *from the first* they had been pleased to disavow." The only shadow of offence that these Chiefs had given, was their having "been pleased" (as Brooke says, with an inhuman sneer, while deliberately contemplating their death), with consistent independence, to refuse to bow the knee in submission to an alien squatter. Having frightened them into "terms," and thus got possession of their persons, he put them in irons, and, without any trial whatever, in a few hours had them "despatched by knives at the rear of his house."*

A person who could perpetrate such an atrocity, and shamelessly exhibit his want of all compunction by parading his own revolting account of it, was not likely to be over scrupulous in his "mode of operation" to crush his Serebas and Sakarran enemies. Had he merely led against them his own savages of Sarawak in open and equal warfare, savage against savage, his good taste and feeling in choosing such an occupation and such companions in arms might have been doubted; but, certainly, his so doing would have been less cowardly, less abhorrent, than the "mode of operation" he was "pleased" to adopt. Taking advantage of the bad name which rumour, with its proverbial exaggeration, has attached to the whole of the coast of Borneo, and which, no doubt, is to some extent deserved by several of the inhabitants of some parts of its thousands of miles of coast, and more especially at the northern point, Mr. Rajah Brooke, with admirable cunning, denounced to the world all his Serebas and Sakarran enemies, not only as pirates, but as pirates pre-eminently dangerous to British commerce, against whom, therefore, the British forces should be first concentrated. With consummate art and address, he perseveringly importuned the British authorities to this effect, and, as it will be seen, ultimately persuaded them to further his sinister schemes for the consolidation and strengthening of his own personal acquisition of Sarawak, by destroying his border enemies, under pretence of their being ferocious pirates, peculiarly formidable and dangerous to British commerce.

About 300 miles distant from Brooke's territory of Sarawak is the small Island of Labuan, lately become a British colony, of which Brooke has been appointed Governor, with a salary of 2,000*l.* a-year. He also holds the appointment of British Commissioner and Consul-General to the Sultan and the independent Chiefs of Borneo, with a further salary of 500*l.* a-year. He thus has accumulated in his own person three several characters, while the two of them for which he receives 2,500*l.* a-year from this country are made merely subservient to the third, that of barbarian Rajah of Sarawak. As Governor of Labuan, he appears to have done no more than draw his salary, except that he has used his *status* resulting from such character, and from that of British Commissioner and Consul, to promote the grandeur and revenues of his own Rajahship. Whether, as Rajah, he may pretend to be, by a strange anomaly, one of the independent Chiefs of Borneo, to whom he is himself accredited, or whether he be only a petty Chief, tributary, and rendering due homage to the Sultan, in either case there is an incomprehensible absurdity in his position, consisting in no way with the dignity of this country. But derision at such absurdity gives way to horror at the relation of his late atrocious acts, for the achievement of which this very absurdity has unhappily afforded him unprecedented facilities. These acts were repugnant alike to every principle of justice and humanity, and to the hitherto professed policy of our Christian Government. The tenour of that policy may be collected from (among other sources †) the orders of Admiral Cochrane, which were as follows :

* However horrible this may appear, the reader will find the narrative fully related by Brooke himself, in his own diary. See Mundy, vol. i, p. 325 *et seq.*

† See Acts of Parliament in the Appendix.

110 111 112 113 East Longitude 114 115 116 117

CHINA SEA

Siam to Labuan 984 Miles

Hong Kong to Labuan 1216 Miles

Manila to Labuan 650 Miles

Singapore to Labuan 707 Miles

Sarawak to Labuan 304 Miles

BORNEO

ISLAND OF

Balambangan Is.
1st Tigre
Rumney I.
Banguaran
Tanjong Sampanmangio
Kedungcowan
Mallamulu
Sarano
Malloodoo Bay
Maricanani I.
Pondasaan Pt. & Fmr.
Illanun
Tar Indeh Reef
Malludu
Tampassuk R.
Oosoohan
Illanun Pr. & Pt.
Tong Tubabon Reef
Amboup Bay
Abai R.
Ambong
Tuaran
Meng Kabong Pt.
Monkabang R.
Kinabalu 13698ft.
Gaya Bay
Pt. Cocos
Kabatuan
Anaman R.
Apt Apt R.
Dumpal
Kenarrol R.
Labook Bay
Pt. Tigre
Dumanu
Pangatal R.
Castle Peak 1500ft.
Pt. Elias
Kimanis R.
Pepar R.
Dead Tree Pt.
Brunei Bay
Monte Brown R.
Gaya Island
Gaya Bay
Mempakat R.
Gaya Island
Gaya Bay
Pandaruan R.
Gaya Island
Gaya Bay
Gaya Island
Gaya Bay
Gaya Island
Gaya Bay

"General Memo., No. 23.

"'*Agincourt*,' *Hong Kong, May* 18, 1844.

"In consequence of a representation I have received from his Excellency Sir Henry Pottinger, it is my direction that Her Majesty's ships and vessels, as well as those of the Indian service, employed on the coast of China, do not interfere directly or indirectly with any ship, vessel, or boat, they may fall in with belonging to Chinese subjects, under the supposition that he may be a pirate, or have been engaged in any unlawful act, *unless he shall have, within view, attacked some British vessel or subject* (or that on such proof of the fact as would satisfy a Court of Admiralty in England), in which case only the said vessel is to be *detained* or interfered with.

(Signed) "THOMAS COCHRANE, *Rear-Admiral.*

"To the respective Captains, &c., &c., &c."

"General Memo., No. 42.

"'*Agincourt*,' *March* 5, 1845.

"With reference to my General Memorandum of the 18th May last, on the subject of piracy, in pursuance of instructions from my Lords Commissioners of the Admiralty, for the words 'or that on such proof of the fact as would satisfy a Court of Admiralty in England,' are to be substituted, 'that *the proofs* are so strong of her having molested *a British vessel or subject*, as to leave no doubt of that fact.'

(Signed) "THOMAS COCHRANE, *Rear-Admiral.*

"To the respective Captains, &c., &c., &c."

And from the Treaty between Her Majesty and the Sultan of Borneo, the IXth Article of which is in these words:

"Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and the Sultan of Borneo, hereby engage to use every means in their power for the suppression of piracy within the seas, straits, and rivers subject to their respective control or influence; and His Highness the Sultan of Borneo engages not to grant either asylum or protection to any persons or vessels engaged in piratical pursuits; and in no case will he permit ships, slaves, or merchandise captured by pirates, to be introduced into his dominions, or to be exposed therein for sale. And Her Britannic Majesty claims, and His Highness the Sultan of Borneo concedes to Her Majesty, the right of investing her officers, and other duly constituted authorities, with the power of entering at all times, with her vessels of war, *or other vessels duly empowered,* the ports, rivers, and creeks within the dominions of His Highness the Sultan of Borneo, *in order to capture all vessels engaged in piracy* or slave-dealing, and to seize *and to reserve for the judgment of the proper authorities* all persons offending against the two Contracting Powers in these respects."

Her Majesty's advisers not having ventured to publish the official despatches, all information on the subject at present is derivable only from three channels of communication, which appear to have been all written from Rajah Brooke himself, or under his direction, and therefore may be supposed to give a version the most favourable to his interests.

One of these is an article in the September "Journal of the Indian Archipelago," entitled "Destruction of the fleet of the Serebas and Sakarran pirates by *the expedition from Sarawak*," and bearing the strongest internal evidence of being Brooke's own composition. Another is an article in the "Singapore Free Press" of the 4th September. The third is a letter in the "Illustrated London News" of the 10th of November, with the signature "B. Urban Vigors." This Mr. Vigors dates his letter from Sarawak, and relates his having formed one of the expedition, but in what capacity he does not say.

There is a discrepancy in the accounts as to the date of the expedition's starting on the mission of blood, one account giving July 25th, both the others July 21th, as the date; but all accounts concur in showing that, about a week

previously to the 31st July, some of the ships of Her Majesty's navy and of the East India Company's service, with a number of Rajah Brooke's savages, had assembled at or near Sarawak, for what purpose the atrocious sequel alone tells us. That purpose was evidently deliberately premeditated, and its execution planned with unrelenting coolness. At this time it is not pretended that any British vessel or subject had been molested by the savages, who were so soon to become the victims of Rajah Brooke and his allied forces; and even had it been otherwise, their fell purpose was not "to capture and to reserve for the judgment of the proper authorities," but—how dreadful to reflect on it!—to stealthily surprise, and ruthlessly destroy! One whole week, including therefore a Sunday, were these Christian Englishmen, with their savage companions, under the direction of Governor and Commissioner Brooke, at the request of Rajah Brooke, lying in wait for their devoted prey!

Here is the moment to inquire for the proofs *then* existing, had they existed at all, of any distinct and specific offence by these poor savages, justifying the horrid slaughter thus previously coolly resolved on. Up to the time of this indiscriminate massacre, there does not appear to have been even a show of obtaining any shadow of proof whatever of their guilt. Afterwards, indeed, *afterwards*, there was, with bitter mockery of justice, a miserable sham of collecting some rigmarole nonsense, impudently called proofs. The idea of first executing a supposed criminal, and then trying him, has till now been the subject of mere ridicule, on the supposition of its being too monstrous to be ever realised. It is scarcely credible that there should be no proofs of any specific offences taken antecedently to the 24th or 25th July, when these "naval executioners" (as, by Calcraft turn of expression, the heroes are happily termed in a well-known Brooke newspaper) proceeded to carry into effect the Rajah's "mode of operation." If such antecedent proofs exist, where are they? Where were they taken? Before what authority? What were the depositions? Who were the deponents? Who, by name or particular description, were the offenders? What was the particular crime charged? When, where, how, by what number, and against whom committed? Surely, before proceeding on such a "naval execution," all this should have been in due form. Here was no sudden or pressing emergency requiring instant and prompt action, without affording time or opportunity for rigid observance of every order and regulation. So far from it, all the accounts agree in representing the "executioners," as already stated, to have been waiting one whole week for their victims. How long previously the "execution" had been decided on, does not yet appear. One of the accounts merely vouchsafes the vague intimation that—

"Arrangements were made that Her Majesty's ship 'Meander,' 44 guns; 'Albatross,' 12 guns; and 'Royalist,' 10 guns, together with the Honourable East India Company's war-steamers 'Nemesis' and 'Semiramis,' should rendezvous at Sarawak, and furnish boats and a European force of 300 men.

"The 'Meander' and 'Semiramis,' however, did not arrive; and the effective force of the 'Royalist' and 'Nemesis' was so reduced from illness, that we could only muster seven boats, manned by 108 men, including officers.

"All *arrangements* being completed, it was considered better to proceed, even with this reduced force, than (by waiting longer) to run the risk of being overtaken by the rainy season."

The origin of these "arrangements" is important, and they ought to be withdrawn from their present secrecy and mystery. What were they? How, when, why, and by whom were they made? Were they in writing? If so, their tenour and date! When the lives of so many human beings are involved, and their destruction thus irrevocably determined on, are our Ministers and Parliament to be flippantly referred for explanation to some trashy volumes written by Brooke, and published by one of his toadies for the circulating libraries a year or so previously? All we are informed of as preceding this execution is, that "arrangements" were made. An execution implies a judgment, after trial, on proof; but not one of those legitimate antecedents is here. Such is the "mode of operation" of Governor Brooke, already stamped with the solemn approbation of the Government, and now awaiting to be confirmed by the assembled wisdom of Great Britain!

Mr. Vigors, in his letter, gives a remarkable ground for these proceedings. He relates a foolish story of the Serebas people having taunted Rajah Brooke, by asking "if he were an old woman, and afraid, that he did not attack them *as he had threatened.*" "It will be seen in the sequel," Mr. Vigors continues, with grim facetiousness, "that this message is not likely to be repeated."

The main force is represented as having consisted of eighty well-armed prahus of Rajah Brooke's savages, and to these some of the proud Royal Navy of Great Britain were joined as an ally. Whether the Serebas people supposed Rajah Brooke and his eighty prahus to be pirates is not stated. On the 28th July,—

"Intelligence was received that a large force of upwards of 100 prahus were out from Serebas, in the direction of the Rejang, with the intention, it was supposed, of attacking the town of Siriki. All were now on the alert."

Mr. Vigors, after telling us that Rajah Brooke, in person, commanded his well-armed prahus of Sarawak savages, assisted by his nephew, "Captain Brooke, of the 88th Regiment,"* and that these "as well as the cutters of the 'Albatross' and 'Royalist,' commanded by Lieutenants Wilmshurst and Everett, were stationed *in ambush* at the mouth of the Kaluka," thus proceeds:

"'Trying as it was to the patience of all parties, we remained in position until the 31st, during which interval every precaution human foresight could suggest was adopted to ensure success. About $7\frac{1}{2}$ P.M. we were *engaged in a rubber of whist* on board the 'Nemesis,' and had almost abandoned all hope of *surprising* the enemy, when a spy-boat returned at best speed, with the long and anxiously-looked-for intelligence that the piratical fleet had rounded Tanjong Siri, and was rapidly approaching our position. As yet it was, of course, uncertain for which river they would make. This question was, however, soon set at rest, and a brisk fire of rockets from the cutters, and of great and small guns from the remainder of the *Rajah's* force stationed at the entrance of the Kaluka, announced that the enemy had attempted to force that river, and had met with a warmer reception than they had anticipated. *A rocket was now fired by the Rajah, and, on this preconcerted signal,* Captain Farquhar moved round Bating Marron, with the European force under his immediate command, *to support the Rajah,* if necessary, and also with a view to inclosing the enemy between two fires, leaving, however, a strong native force at the mouth of the Serebas, to intercept the pirates, in case of their passing the European boats, and making for this, their native river. Finding themselves foiled at the Kaluka, the enemy, gallantly followed by the two cutters and the Rajah's light skirmishing boats (which kept up a constant fire), put to sea, with the intention of running for the Batang Lupar; here, however, no doubt much to their *surprise,* they encountered Captain Farquhar's boats, and being *saluted with round shot and rockets,* they divided their force. They yet, however, preserved admirable order. Some returning to the Kaluka (still most judiciously guarded by *the Rajah*) renewed their attempt to enter, but with the like bad success; others passing in shoal water inside Captain Farquhar, made for the Serebas, and the remainder, having greater speed than his heavily laden boats, succeeded for the present in escaping to sea.

"The 'Nemesis' had hitherto remained in the mouth of the Serebas in position, but ready to move at a moment's notice to any point where her services might be required. She now acted her part, and that *right nobly.* Perceiving by the fire from Captain Farquhar's boats that the enemy had attempted to put to sea, Commander Wallage gave chase, and fell in with seventeen prahus which had succeeded in escaping Captain Farquhar, and were making in beautiful line for the Batang Lupar. *When abeam we saluted them with grape and canister from our 32-pounders, raking the entire line, which we then broke, driving many of them on shore badly crippled; where they fell an easy prey to the Dyak boats,* which headed by *Mr. Steel of Sarawak, in the* 'Snake,' followed the 'Nemesis,' but never interfered with her fire. *We then pursued five others, and destroyed them in detail, passing round each and pouring in a constant fire of grape and canister,*

* These Brookes have a strange aptitude for incongruous and discordant pluralities. None but a Brooke could have been found at the same time doing duty as a Bornean Bandar, and drawing his pay as an English officer. This is a wrinkle for the United Service.

musketry and rifles, until they drifted past us helpless logs, without a living being on board.

"That discharge of grape was a fearful sight, as at point-blank range it crashed over the sea, and through the devoted prahus, marking its track with the floating bodies of the dying, shattered prahus, planks, shields, and fragments of all sorts. I should have pitied them; but they were pirates, and the thought steeled my heart."

Not the slightest attempt was made to take a single prisoner, or to release and save any slaves, if any there were on board these prahus!* All were indiscriminately slaughtered! And these hideous occurrences are by civilised Christians in the middle of the nineteenth century.

The writer in the journal, who, as already stated, is believed to be Brooke himself, says:

"The steamer at the river's mouth manœuvred and kept up *a hot and destructive fire.* The men-of-war boats outside were *playing the same game;*"—

This *game* being no less than the awful one of suddenly sending numbers of human beings to their dread account without warning or trial!—

"Whilst the Sarawak natives [as Brooke politely calls his own savages] on either bank of the river, about three miles and a half across, were closely engaged with the pirates, and intercepting their escape."

The "Singapore Free Press," among other details relates the following:

"It was now dark, and the great danger was that of firing into each other, or into our native allies. *The password selected was 'Rajah,'* and the Malays screamed this out at the top of their voices when they thought any of the Europeans were them. Commander Farquhar, who directed the operations, was in the midst of the *mêlée*, giving orders and exhorting the crews of the various boats to be careful and not to fire into each other, and several of those present, from their age and service capable of giving an opinion, state that they *never in any boat action saw firing so rapid and destructive.* Two large prahus were seen by the Commander escaping seaward, and the steam-tender was ordered to chase; the nearest one having barely escaped one of her 6-pounder rockets, made for the river and met a pirate's doom. The '*Nemesis*,' *which had been dealing death and destruction to all around her, ran her down, and the scene which took place as her crew, above sixty in number, came in contact with her paddle-wheels beggars all description.* A large congreve rocket from the little steamer entered the prahu that had continued out to sea, and rendered her destruction complete."

The sum of this terrible night's work is thus given:

"Of 120 prahus which, it is said, started on the expedition, and all of which were in the bay the preceding evening, more than 87 were destroyed, and the loss of life on their side must have been immense. Indeed, it has been placed as high as 1,200 men. On our part, saving a few slight casualties, all were unscathed. The observer was compelled to ask himself, could destruction so immense, success so complete—at least one-third of this ruthless horde sent to their account—be effected in a space so brief, and with a European force so small?"

Even up to this point, there is not a vestige of proof, or pretence of proof, or even any specific charge of any distinct piratical act committed by any of these savages, thus stealthily hemmed in and ruthlessly slaughtered within the fatal toils so diabolically contrived pursuant to Rajah Brooke's "mode of operation." Great will be the reader's astonishment, then, at finding it said by the journalist, with the utmost complacency of assurance,—

* If these prahus were pirates, the probability would be that a great proportion of those on board would be slaves and captives, according to Brooke's own accounts. Is the Brooke "mode of operation" to be adopted on the coast of Africa by our cruisers, thus killing alike captors and captives?

SURPRISE AND MASSACRE OF THE SAREBAS AND SAKARRAN DYAKS ON NIGHT OF JULY 31ST 1849.

1. Hon.ble East India Company's War Steamer "Nemesis."
2. Canoes of the Sarebas and Sakarran Dyaks.
3. Boats of Her Majesty's Ships Albatross and Royalist.
4. Rajah Brooke's Sarawak Flotilla

"Thus the pirates of Serebas caught red-handed in the fact, laden with plunder, and gorged with blood, met the fate they so richly deserved."

Caught in what fact? Laden with what plunder? Gorged with whose blood? Up to this point there is not one word of information as to any of these particulars. One would really imagine from these unexplained epithets "red-handed" and "gorged with blood," that the Serebas savages had, by means of congreve rockets and 32-pounders, been destroying some 1,200 or 1,500 British subjects, whom they regarded, or pretended to regard, as pirates. On this supposition, indeed, those epithets would be sufficiently intelligible.

It is impossible, after Rajah Brooke's doings with the Singé Chiefs he put to death, to be satisfied with his unsupported testimony against his Serebas neighbours. The slayer of Parimban and Pa Tummo is not the witness on whom reliance can be placed. One who disregards the sixth commandment, will scarcely be restrained by the ninth. But even supposing it to be true that all the slaughtered savages had been actually caught in the very fact of piracy (although this is nowhere shown) against British vessels and subjects, the avowed policy of this Christian country, as evinced by the Admiral's orders, and by the article in the Treaty with the Sultan of Borneo already alluded to, and as dictated by all humane, just, and generous feelings, is not to destroy, but to "detain," [see order of 18th May, 1844,] "to capture, and to seize, and reserve for the judgment of the proper authorities," the supposed criminals. It would be a mere quibble to say that the orders apply only to the coast of China, and that the Serebas country is not within the dominions of the Sultan. These documents do not the less show what is the avowed policy of this country in dealing with pirates. The writer last referred to concludes his details thus:

"Upwards of eighty prahus were captured (many from 60 to 70 feet long, and 8 or 9 feet in beam), and many men slain. It is difficult to calculate the exact number of the killed, but, at a low computation, 300 must have fallen during the night's action, and many wounded and exposed will swell the total loss of the pirates. This morning was occupied in destroying and appropriating [to what and whose use?] the captured prahus; and orders having been given [when, and by whom?] to show mercy to any of the pirates who wished to give themselves up, the fleet in the evening joined the steamer at Rembas."

After all the preceding horrors it is refreshing to arrive, even at last, at the mere word "mercy." It is only to be regretted that mercy should have so tardily followed, instead of preceding, the deadly march of these missionaries of destruction. Why were orders to show mercy only issued when wholesale slaughter had already rendered them a mockery? How was mercy to be shown to victims already slain? Why were these naval executioners to have hearts of steel for their butchery during the night of the 31st July, and to show mercy only on the 1st of August? If their duty required mercy to be shown on one day, why not on another? Why should a "pirate" on the 1st of August be merely nominally taken prisoner (for it appears afterwards that the few prisoners taken subsequently to the grand slaughter were released without any punishment or trial) if the Brooke "mode of operation" were justifiable on the 31st July? How was it that Mercy was as blind as Justice on the Tuesday night, and exercised an extrajudicial vision on the Wednesday morning? If supposed pirates were properly destroyed without proof or trial yesterday, would it be right to let pirates loose on society, without punishment or trial, to-morrow? *Why was there no attempt to take prisoners on the 31st July?* WHY? And why were the prisoners subsequently taken immediately let loose without trial? *Why?* Because Governor Brooke and his confederates *dared not* risk the ordeal of a trial. The not taking prisoners on the 31st July has been attempted to be excused on the pretence that the number of supposed criminals was so great as to have rendered it more convenient to kill them at once, than to be bothered with taking and *trying* them. But this excuse cannot apply to the letting loose the prisoners, pirates as they are called, subsequently taken, without any trial. By what sophistry can the law officers of the Crown furnish a decent pretext for executing a supposed criminal one day, and letting another supposed criminal loose on society the next, without trial in either case? The only conceivable explana-

tion is, that Brooke and the others knew too well their deeds could never bear the sifting and exposure inevitably attending the trial of a prisoner.

There is some discrepancy in the statements of the numbers killed. The lowest computation makes one shudder. In Governor Wall's case the number was only one. In two of the accounts above quoted the numbers are computed by one at 1,200, by the other at 300.* Mr. Vigors gives the following different result from either:

"The entire force under Captain Farquhar's command may be estimated at 3,000 men. From information subsequently obtained, that of the enemy cannot be taken lower than 120 prahus and 4,000 men. The loss of the enemy in the action was 90 prahus, and not less than 400 men; whilst we lost but 2 men killed and 6 wounded. In addition, however, to the loss in action, the enemy suffered most severely, being followed in the jungle by the Dyaks, who, *like bloodhounds tracked and hunted them down, cutting their heads off and bringing them in as a proof of victory*; and even of those who escaped a violent death, at least one-third must have perished before they reached their homes, being altogether destitute of food. The total loss of the enemy may, therefore, be est mated at 1,500 men."

This graphic description of Rajah Brooke's amiable subjects and followers, who, like bloodhounds were employed to track and hunt down his enemies, cutting their heads off and bringing them in as a proof of victory, is appropriately followed up by another, not less interesting:

"During the absence of the boats, numbers of the pirates who had escaped in the action, but were not aware of our still occupying the river, were cut off by the Dyak boats in attempting to ascend the Serebas, and I then had an opportunity of witnessing the *operation* of preserving heads. The Dyaks, having killed their enemy, immediately cut his head off, with a fiendish yell; they then scoop out the brains, and suspend the head from a rod of bamboo. They then light a slow fire underneath, and the smoke ascends through the neck, and penetrates the head, thoroughly drying the interior. It is then placed in a basket of very open work, and carried suspended from the belt of the captor—more highly prized than ornaments of gold or precious stones. On one occasion I saw five heads on a platform, undergoing the operation; and within two feet of it the Dyaks were coolly cooking some wild-boar chops for their dinner, and inhaling the mingled perfume of baked human and hog's flesh!"

These are the amiable, virtuous, and interesting subjects of Rajah Brooke! These are the worthy companions in arms, with whom the gallant successors of "Nelson, Duncan, Howe, and Jervis," thought it no shame to be associated in achieving the "naval execution" already detailed! and yet, in the next nicely printed and prettily bound book to be got up by one of Brooke's executioners, in two volumes, adorned with a gilt man of war on one cover, a fanciful prahu on the other, and the Rajah's benevolent countenance for a frontispiece, there will be a repetition of Brooke's fine apostrophe, "Gallant Albatrosses! Gallant Snakes!"

After this horrible and disgusting destruction of human life, the naval executioners proceeded up the several rivers, devastating and plundering. Mr. Vigors elegantly paraphrases their robbery with violence, as the "imposition of a heavy fine."† He says:

"Having obtained a sufficient supply of firewood, we proceeded up the River Rejang to the Kanowit, up which river the boats advanced about forty miles, and *surprising* the enemy, *plundered and destroyed* the villages, and took several prisoners. The boats having returned, we pressed on to the town of Kanowit, on the inhabitants of which *the Rajah imposed a heavy fine*, with a threat of visiting them with *his* heaviest displeasure in the event of their violating the pledge they now gave to abandon their piratical habits. *All prisoners were*

* One of the newspapers in Brooke's interest states the number to have been 2000.

† Mr. Ainsworth, in his new issue, should avail himself of this happy idea when detailing the exploits of the Rajahs of Hounslow Heath.

released, with instructions to inform their respective tribes, not only that *the Rajah* had no wish to injure them, but that *he* would most willingly afford them all the protection in *his* power, if they would only abandon piracy, and live at peace with their neighbours."

Here the Governor and Commissioner were entirely merged and sunk in the Rajah. It was his Barbarian Highness, not his Christian Excellency, who sacked the "heavy fine," to discover the amount and particulars whereof the keenest-sighted financial reformer may fruitlessly pore out his eyes in Exchequer researches. In vain will Mr. Hume move for a return. The answer of our Treasury Lords will be a disclaimer of all authority by them over the Treasury of Sarawak.

It is sickening to follow Brooke, and his allied savage and Christian forces, through all their disgusting adventures of cruelty and rapine, which throughout from their commencement, were evidently for nothing else than the aggrandisement of the Rajah. After the smart fashion recently adopted in censuring a railway chairman, to ascertain the excellent understanding between the Governor, the Commissioner and the Rajah, it may be asked, With whom did the Rajah make the "arrangements" to kill the Serebas Dyaks? With the Governor and Commissioner. At whose port, and with whose forces, did the Governor and Commissioner rendezvous with his British forces? The Rajah's. Who fired the signal rocket for slaughter by the Governor's and Commissioner's British forces? The Rajah. What was the Governor's and Commissioner's password? "Rajah." Whose body-guard of savages appropriated the Governor's and Commissioner's spoils? The Rajah's. Who levied the "heavy fines?" The Governor and Commissioner. Who pocketed and kept them? The Rajah. Who pays for it all? The "distant, ignorant, ill-informed multitude," as the Rajah calls the people of England. Thus Brooke has developed his idea of the duties of his several characters; as Governor of Labuan, to draw his salary while 300 miles off; as Borneo Commissioner, to kill and plunder the Borneo Dyaks; and as both, to obey the paramount behests of the Rajah of Sarawak. All these strange adventures were strangely succeeded by—what does the reader imagine?—

"The ceremony of laying the first timber of the Church of St. Thomas at Sarawak, performed by Sir James Brooke, in presence of the officers of Her Majesty's ship "Albatross!"

A church? dedicated to St. Thomas? Rather should it have been a charnel-house dedicated to the Angel of Death.

After alternately killing without mercy; then setting loose prisoners he called pirates, without any trial or punishment; then devastating and plundering villages; then, whitewashing his hands and his conscience by founding a church, the capricious and whimsical Rajah completed the round of his varied amusements for the season, with a public dinner and speech to his brother executioners. In this speech he affected to treat all dissenters from his "mode of operation" as "ignorant;" and by a most unintelligible twist of logic, contended that his slaughter of a number of savages was a sufficient proof of their being pirates! Here is his argument:

"But the whole question must rest on the fact of whether these people were pirates or not; and *after the recent defeat at sea of a fleet of* 120 *war prahus,* manned by at least 3,500 men, this might be considered as set at rest."

This is certainly an extraordinary mode of proof, on which it would be very dangerous for the fame of an Old Bailey practitioner to rely as a precedent, when defending a murderer and robber. But this is outdone by what succeeds, which it would be difficult to match for outrageous impudence at the Old Bailey, or anywhere else:

"I claim as *a gentleman* the ordinary credit due to every man for good sense and humanity. I can appeal to all present whether any inhumanity has been committed in our recent expedition;"

"all present" being his accomplices and subordinate executioners!

—"and whether, with *the guarantee of my character*, it is in the least probable that it should have occurred at any previous time."

In mere sordid railway squabbles, such a guarantee from Brooke's betters has long since been rejected; and is to be said that we are to be content with such a rotten and damaged security where the lives of thousands of our fellow-beings are concerned?

And then this enlightened personage, who contemns all others than himself and his "red-handed" confederates; who "blushes for the monstrous calumnies" of his biographers; and who calls his countrymen at home "a distant, ignorant, and ill-informed multitude," gives the following development of his own superior knowledge:

"I know of no way to advance civilisation and secure the safety of commerce except by the punishment"—

[by "punishment," he means, of course, killing and plundering, without warning or mercy]

—"of those hardened and lawless tribes which have long been the terror and the scourge of Borneo."

Then why build a church dedicated to St. Thomas?* After such a wretched display of his own ignorance, this is a pleasantly blushing gentleman truly, who can presume impertinently to speak of others as ignorant. There is not a Westminster schoolboy unable to teach this Mr. Rajah Brooke what he confesses himself ignorant of, or who would hesitate to tell him—

> Ut errat longè meâ quidem sententiâ,
> Qui imperium credat gravius esse aut stabilius,
> Vi quod fit, quàm illud quod amicitiâ adjungitur.
> Mea sic est ratio, et sic animum induco meum:
> Malo coactus qui suum officium facit,
> Dum id rescitum iri credit, tantisper cavet:
> Se sperat fore clàm, rursum ad ingenium redit.
> Ille quem beneficio adjungas, ex animo facit:
> Studet par referre, præsens absensque idem erit.

We are told that the earliest enlightened adventurer on record, in his tour of civilization, when almost touched by compunction at the idea of inducing the first ignorant pair to eat of the fatal tree of knowledge, "with necessity, the tyrant's plea, excused his devilish deeds." In the fifth century, Alaric with his Goths, Attila with his Huns, and Genseric with his Vandals, "knew of no way to advance civilization except by the punishment of the hardened and lawless tribes which had long been the terror and scourge" of the known world. And after desolating Italy, these enlightened and sensitive philanthropists no doubt appealed "to all present" for their character for "humanity;" and as to the future, prophetically "blushed for the monstrous calumnies" of the historian. And in our own day, a Christian warrior from the land of liberty and fraternity knew of no way to advance civilisation in Africa, except by *his* "mode of operation" against the wretched Kabyles, whom he humanely enveloped with fire!†

* There is an insane incoherency in Brooke's doctrines and doings. In his printed letter about the Borneo Dyaks, dated 10th December, 1841, he says, "It will be in vain to preach a faith to them, *the first precepts of which are daily violated on their own persons!*" This is the dictum of the "naval executioner" of the 31st July, 1849, who, a few days after the slaughter, proceeded to build "a church dedicated to St. Thomas!" Another dictum of this inconsistent moralising Rajah is in page 67 of vol. ii of Mundy: "A murder," says Brooke, "committed by a demi-savage, or rather the circumstances attendant on it, require the deepest consideration; and the *clearest evidence must be produced of guilt before such a man should be condemned.*" This is actually written by the very same hand which, on the 31st of July, fired the signal rocket for indiscriminate butchery, by surprise, without warning or trial, or the production of any evidence whatever of guilt!

† No wonder that a French newspaper has tried to defend Brooke's "mode of operation."

But who and what is this Mr. Rajah Brooke, that he should dare to "rush in where angels fear to tread," and, with unparalleled audacity, assume the right of arbitrarily dispensing the awful issues of life and death? He has had the unbounded impertinence to pretend to be a successor to the lamented Sir Stamford Raffles, in the great work of ameliorating the condition of the natives of the far East. Really to associate his name at all with that of the land execution of Pa-Rimban and Pa-Tummo, and of the naval executioner of the Serebas Dyaks, is a most scandalous libel on departed excellence. Can this ridiculous and contemptible pretender to the bow of Ulysses, instead of chattering nonsense "as a gentleman" about the guarantee of his character, produce one single passage in the life of the great man he professes to imitate, bearing the slightest analogy to the Brooke "mode of operation?" The mere question is an insult to the memory of Sir Stamford Raffles. Since, however, the Rajah and his friends have ventured to make free with the name of Raffles, an extract from one of Sir Stamford's letters may not be irrelevant. When speaking of Borneo and the East insular tribes, he says:

"Even their piracies and deadly creeses, which have proved such fertile sources of abuse and calumny, have nothing in them to affright; nay, there is something even to admire in them—their piracies are but a proof of their spirit and their enterprize, and *the regulation of good government is alone wanting to direct this spirit and this enterprize in a course more consonant with our notions of civilization.*" [Vide Memoir of Raffles, p. 255.]

Such is the observation of the "ignorant" Raffles. To add the opinions of the ignorant Crawfurd, and of a number of other ignorant men of Oriental literature and experience, would be beyond the space and scope of this pamphlet. Let it suffice to say that it never entered the head of any one of these ignorant men, or of the ignorant Wilberforce, the ignorant Clarkson, the ignorant Romilly, the ignorant Howard, the ignorant Buxton, or the ignorant Mrs. Fry, in the several spheres of benevolent action in which they moved, to accelerate their steps by bloodshed. Each of them was so ignorant as to have recoiled with disgust at the bare idea, and to have mistrusted the integrity of any scheme of professed philanthropy contaminated by such a horrid auxiliary. If knowledge be necessarily associated with treachery, cruelty, hypocrisy, and impudence; if ignorance be essential for companionship with mercy and truth, righteousness and peace, then, indeed, 'tis worse than "folly to be wise."

But let us test the prudence of the Brooke "mode of operation," by applying it nearer home. Brooke is not quite without a precedent. Every one remembers the naval execution, on a scale even grander than Brooke's, suggested to Parliament by a lamented Admiral and Senator, as the only cure he knew for the miseries of Ireland. Ingenious as was the idea, it was never assented to by assembled ignorance. Now let us suppose that, during the late troubles, the ignorant Lord Clarendon, instead of allowing a fair trial to Pa-Rimban O'Brien and Pa-Tummo Mitchell, had put them in irons, and within a few hours "dispatched them with knives at the rear of his own house." Let us suppose that the same ignorant nobleman had secretly surrounded Conciliation Hall with troops, and suddenly, without warning, slaughtered all the Irelanders, both young and old, then and there assembled, because he supposed them to be rebels and "rascals;" and let us suppose his ignorant Lordship then to tell Her Majesty that he knew of no other mode of quieting Ireland. Then we should have had in Ireland a fair specimen of the Brooke "mode of operation," as lately acted on in the far East, and approved by this very Lord Clarendon's colleagues!! Let Ireland be thankful, for once, that (among other small mercies) she has an ignorant Lord Lieutenant, instead of an enlightened Rajah Brooke.

And has it never occurred to our noble Foreign Secretary that his Government's support of their pet piracy-fancier may tempt other adventurers to similar mad freaks? And then, what is to hinder some French Brooke, some enlightened philanthropical Colonel Pelissier for example, to squat himself after the Brooke fashion in the Serebas country, and like Brooke, fantastically play also the Rajah there? What follows? Rajah Brooke calls Rajah Pelissier and his Serebas savages, pirates and "rascals;" Rajah Pelissier calls Rajah Brooke

and his Sarawak savages the same, though perhaps, with a still remaining touch of European good manners, omitting the latter epithet. There ought then to ensue a reciprocal naval execution; but before its occurrence, European diplomacy will have wished both fire-eating Rajahs bundled out of the country together.

In conclusion it may be asked, even admitting these Serebas Dyaks to be, as represented, cruel and uncivilized savages, whether it be possible to turn violence into gentleness, by greater violence? Can cruelty be converted to kindness by superior cruelty? Is it essential that the history of civilization henceforth should be always written in letters of blood? Must no angel of mercy be ever again allowed to lend one single feather from her wing to record European achievements in the East? Is the highest penalty which can be inflicted on regularly convicted criminals to be arbitrarily visited on those merely suspected of evil dispositions only?

Has patitur pœnas peccandi sola voluntas?

For how much longer is the Brooke "mode of operation" to be permitted? That it has not been successful hitherto, according to this person's own showing, is evident from the fact of each of his successive massacres exceeding its predecessor in horror and atrocity: and yet the journalist already referred to insists on the Brooke "mode of operation" being "*consistently* carried out;" and expresses an earnest hope that these bloody proceedings "will be followed up with *unflagging vigour*." Every good and sensible man will hope the contrary; for they are condemned by the united voice of justice, humanity, and sound policy, as well as of Christianity.

If these doings be right, then is Christianity a lie and a cheat. If this triune operator, this amphibious executioner, have really correctly discharged his duty, and no more or less than his duty to his fellow man, then was the blessed Founder of our merciful religion, who died for sinners instead of destroying them, an arrant impostor, and his precepts and example of peace and love a miserable error to be shunned rather than emulated.

Our bishops and clergy, with their missionary meetings and Bible societies, may wink hard at these things; our Government may shamelessly become accessories, by rewarding the principals; Parliament may possibly, with wonted subserviency, aid a feeble and tortuous Ministry in encouraging and abetting these execu ioners, and in screening them from all inquiry; even the press and the public, absorbed in attention to the price of butcher's meat and with sympathies monopolised by the suffering bullocks in Smithfield, may be callous or indifferent in this matter; but that such abominable works will elude the righteous displeasure of an Almighty, cannot be imagined without arriving at the conclusion of the fool who hath said in his heart, "There is no God!"

Appendix.

To bolster up Brooke's character as a Christian philanthropist, and as a wise and just public servant, some desperate attempts have been made, more creditable to the zeal than to the prudence or modesty of their authors. With regarding to the disgusting affair of Pa-Rimban and Pa-Tummo a conscious silence is observed. That "execution" appears to have been too bad for defence, and therefore all reference to it is evaded.

As a set-off to the horrible slaughter of the 31st July, it is pretended that Brooke had bought some slaves out of slavery. When, and why he did so, is not stated. It is quite clear that he had no such slave-buying notions on the 31st July, for the slaughter was indiscriminate, comprising the slaves, supposing the Serebas people to have had any on board. If they were believed by Brooke to be pirates, he must have been pretty sure of several slaves being with them. Brooke, in all his accounts, speaks of piracy and the taking prisoners for slavery is invariably connected in the same offenders. He says that in this case the

pirates, as he calls them, were "loaded with plunder:" if so, it follows that there would have been the usual proportion of slaves. Besides, Brooke knows very well that the crews of pirates commonly consist partly of slaves. On his own showing, therefore, he must have knowingly and intentionally involved the supposed pirates and slaves in one common destruction.

It has been absurdly pretended that, before Brooke can be condemned, it must be shown that the Serebas people were "peaceful traders," and that this character of them is necessarily implied by denouncing Brooke. This is sheer nonsense. There is nothing to show conclusively what they are—probably they addicted to predatory warfare alike with their fellow-savages of Sarawak. The whole *onus* of proof lies on Brooke. But it is not enough for him to establish conclusively that they are pirates. He must also prove, pirates or not pirates, that, in his character of a public servant of this country, *not as Rajah*—one is sick of the "Rajah"—his proceedings with respect to this slaughter and rapine were in accordance with his duty as Governor of Labuan, and Commissioner and Consul-General (which means an inferior species of Envoy) to the Sultan and independent Chiefs of Borneo, and consistent with the policy of this country in dealing with supposed pirates.

One of the daily papers, a sort of *Rajah* of the press, has recently proclaimed, "It is OUR *province* to deal with the events of the day with all the disadvantages of a hasty judgment." A Rajah of another "province" fancies the same. The former Rajah's hasty judgment of his brother Rajah's hasty doings was, that the latter, by his "naval execution," had "*rendered eminent service to the cause of civilization and* HUMANITY." (!!!) *O tempora!*

War Prahus.

Brooke has invariably dignified the wretched boats of the Serebas and Sakarran Dyaks, by calling them "*war prahus;*" they are not so, but are mere canoes propelled by paddles only, and are without sails or masts. A prahu has masts, sails, and paddles, and is far less fragile than the Dyak canoe.

Labuan.

When detailing with fitting solemnity, the particulars of the cession of Labuan, Mundy (vol. ii. p. 297) says, "I turned to the Sultan, and exclaimed firmly, 'Bobo chop, bobo chop!'" After these awful words the Sultan could do no less than sign the Treaty. We are indebted for Labuan, therefore, less to Rajah Brooke's "mode of operation," than to the energetic eloquence of "Bobo chop."

Memorandum of Dates of Brooke's progress and successive Attacks on th Serebas and Sakarran Dyaks.

1839. August	15.	Brooke arrived at Sarawak.—See Keppel, vol. i, p. 28.
1841. Sept.	24.	Became Rajah of Sarawak.—*Id.*, i, 252.
1843. June	11.	With the Sarawak and Sow Dyaks, assisted by the boats of Her Majesty's ship "Dido," attacked the Serebas Dyaks.—*Id.*, ii, 48.
,,	12.	Captured and burnt down Dyak town of Paddi, on the Serebas river.—Mundy, i, 350.
,,	14.	Destroyed Paku, another Dyak town on same river.—*Id.*
,,	17.	Took by assault, Rembas, another Dyak town on same river.—*Id.*

1844. August 7. With the Sarawak Dyaks, assisted by the boats of Her Majesty's ship "Dido," and East India Company's steamer "Phlegethon," stormed and took the Dyak forts and villages at Patusen.—Keppel, ii, 89.

„ 8. Continued burning and destroying Patusen.—*Id.*, 92.

„ 9. Completed same.—*Id.*

„ 10. Having destroyed every boat, house and hut at Patusen, started for the Sakarran country.—*Id.*, 93.

„ 12. Plundered and burnt Dyak town of Seriff Muller.—*Id.*, 99.

„ 14. "Looted" [plundered] Dyak villages; more fighting, Lieutenant Wade of "Dido," killed, and another Dyak village destroyed.—*Id.*, 101, 104.

„ 17. Proceeded up the Sakarran river.—*Id.*, 107.

19. Attacked the Sakarran Dyaks; Mr. George Steward killed.—*Id.*, 111.

Nov. 1. Appointed British agent at Borneo.

1845. Oct. 24. Dispatched his Sarawak Dyaks against the Sakarran Dyaks.—Mundy, ii, 57.

1847. March 16. Accredited to the Sultan and independent Chiefs of Borneo, as Her Britannic Majesty's Commissioner and Consul-General,

Qui les croque, qui les tue,
Qui les gobe, à son plaisir.

Oct. 1. Arrived in England.—Mundy, ii, 367.

1847. Nov. 27. Appointed Governor and Commander-in-chief of Labuan and its dependencies.—"London Gazette."

1849. Feb. 17. Arrived at Sarawak, and prepared to attack the Sakarran Dyaks.—"Singapore Paper."

March — Left Sarawak on a fruitless preliminary expedition against them.—*Id.*

„ 25. With 35 prahus of his own savages, and with the boats of the "Nemesis" steamer, went on an "operation" which was only partially successful. The natives having fled inland, prevented Brooke and his savages from "*playing the same game*" (to use a Brooke expression) as on another occasion; and they were, in the absence of the inhabitants, obliged to return contented with the minor pastime of destroying eight Serebas villages, and burning 40 tons of paddy.—*Id.*

July 31. The latest massacre of which any advices have as yet been received.

Aug. 4, and succeeding days.—Paku, a town on the Serebas river, destroyed, and several villages plundered; Kenowit "*fined.*"

Act 6 *Geo. IV, c.* 49.

An Act for Encouraging the Capture or Destruction of Piratical Ships and Vessels.

[*June* 22, 1825.

Whereas it is expedient to give encouragement to the commanders, officers, and crews of His Majesty's ships of war and hired armed ships to attack and destroy any ships, vessels, or boats, manned by pirates or persons *engaged in acts* of piracy: Be it therefore enacted by the King's most Excellent Majesty, and by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That from and after the passing of this Act there shall be paid by the treasurer of His Majesty's Navy, upon bills to be made forth by the Commissioners of the Navy, to be paid according to the course thereof, without fee or reward, unto the officers, seamen, marines, soldiers, and others, who shall have been actually on board any of His Majesty's ships or vessels of war, or hired armed ships, at the actual taking, sinking, burning, or otherwise destroying of any ship, vessel, or boat, manned by pirates, or persons *engaged in acts* of piracy, since the first day of January, one thousand eight hundred and twenty, the sum of *twenty* pounds for each and every such piratical person, either taken and secured or killed during the attack on such piratical vessel, and the sum of *five* pounds for each and every other man of the crew not taken or killed, who shall have been alive on board such pirate vessel at the beginning of the attack thereof; the numbers of such piratical men respectively to be *proved by the ship's papers* taken on board such piratical ship, vessel, or boat, verified by the oaths of two or more of the persons who shall have found and taken possession of such papers, or by such other *evidence* as under the circumstances of the case shall, by the judge of the High Court of Admiralty, or *by the judge* of any other court authorised to take cognizance of such matter, be deemed *sufficient proof* thereof.

2. And for the more speedy distribution of such reward payable in respect of pirates or pirate vessels, taken or destroyed in *distant parts*, be it further enacted, That when and so soon as the amount of the bounty so to be paid, and the numbers of men in respect of whom it shall be payable, shall have been *ascertained in manner aforesaid*, it shall and may be lawful for the Commissioner of the Navy resident at any of His Majesty's dockyards abroad, or in the absence of a Commissioner of the Navy, for the naval officer and storekeeper, or if there shall be no such commissioner or naval officer, then for the Commander-in-chief or senior officer of His Majesty's ships and vessels at *the port or place into which the piratical ship, vessel, or boat shall be taken to be proceeded against*, or in case of the destruction of the vessel, the place into which the piratical persons seized shall be carried, to draw upon the Commissioners of the Navy a bill or bills at thirty days' sight for the amount of such bounty, which bill or bills shall, upon the said Commissioners *being satisfied* of the correctness and amount thereof by the *production* to them *of the proof* hereinbefore required, be by them assigned for payment on the Treasurer of the Navy, and when paid be charged as an imprest on the person so drawing the same; and that all bills so to be made out by the Commissioners of the Navy, or to be drawn upon them as aforesaid, shall be made payable to such person or persons as shall be authorised and appointed agents for the *appraisement and sales of such piratical ships or boats*, in respect of which such bounty shall be payable, or for the receipt of such bounty only, in case such piratical ships, vessels, or boats shall have been sunk, burnt, or destroyed, in like manner as by an Act made in the forty-fifth year of the reign of His late Majesty King George the Third, intituled, "An Act for the Encouragement of Seamen, and for the better and more effectually manning His Majesty's Navy during the present War," was directed with respect to the appointment of agents for the appraisement and sale of prizes taken from the enemy; and that the same bounty shall be paid, distributed, and divided by such authorised and appointed agent or agents, to and amongst such persons, and in such manner, form, and proportion as His Majesty, his heirs or successors, by any Order or Orders in Council for that purpose, shall think fit to declare and direct.

3. And be it further enacted, That if any ship, vessel, boat, goods,

merchandise, or other property found and taken in the possession of pirates, shall be duly proved in and adjudged by Court of Admiralty, or other court having competent jurisdiction therein, to have belonged to and to have been taken from any of His Majesty's subjects, then such ship, vessel, boat, goods, merchandise, and other property, and every part thereof so proved, shall by the decree of the said court be adjudged to be restored, and shall be accordingly restored to the former owner or owners, proprietor or proprietors thereof respectively, he or they paying for or in lieu of salvage a sum of money equal to one-eighth part of the true value of such ship, vessel, boat, goods, merchandise, and other property respectively; which money shall be paid to and divided and distributed amongst such persons, and in such manner, form, and proportion as shall by any proclamation or order of His Majesty in Council be directed for the distribution of the produce of any ship, vessel, boat, goods, or other property of pirates.

And be it further enacted, That no person or persons who shall desert from any of His Majesty's ships or hired armed vessels, or otherwise from His Majesty's service, shall be entitled to receive any proportion of bounty-money, salvage, or other monies payable by virtue of this Act; but that the shares of all such persons, as well as all other shares which shall not be legally demanded within the times prescribed by the said Act of the forty-fifth year of His late Majesty's reign for the demand of prize-money, shall be paid over to the Treasurer of the Royal Hospital at Greenwich, within such times, in such manner, and to and for such uses and purposes, and subject to such provisions, regulations, and exceptions, as in the said Act is mentioned with respect to prize-money.

5. And be it further enacted, That all and every person and persons who shall be so nominated and appointed agent or agents as aforesaid, for the appraisement and sale of any piratical ships, vessels, or boats taken by any of His Majesty's ships or vessels, or hired armed ships, or for the distribution of the bounty-money by this Act given, shall exhibit and cause to be registered their letter or letters of attorney in the respective courts wherein the proceedings touching the vessels so taken, or touching such bounty or salvage, shall be had; and all such agents shall be subject to such forfeitures and disqualifications for not registering the same as in and by the said Act of the forty-fifth of His late Majesty's reign are enacted and provided.

Act 1 *Vict.*, *c.* 88.

An Act to Amend certain Acts relating to the Crime of Piracy.

[*July* 17, 1837.

Whereas it is expedient to amend so much of an Act passed in the twenty-eighth year of the reign of King Henry the Eighth, intituled "For Pirates," and so much of an Act passed in the eleventh and twelfth years of the reign of King William the Third, intituled "An Act for the more effectual Suppression of Piracy," and so much of an Act passed in the fourth year of the reign of King George the First, intituled "An Act for the further preventing Robbery, Burglary, and other Felonies, and for the more effectual Transportation of Felons and unlawful Exporters of Wool, and for declaring the Law upon some points relating to Pirates," and so much of an Act passed in the eighth year of the same reign, intituled, "An Act for the more effectual Suppressing of Piracy," and so much of an Act passed in the eighteenth year of the reign of King George the Second, intituled, "An Act to amend an Act made in the eleventh year of the reign of King William the Third, intituled, 'An Act for the more effectual Suppression of Piracy,'" as relates to the punishment of the crime of piracy, or of any offence by any of the said Acts declared to be piracy, or of accessories thereto respectively: Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That so much of the said several Acts as is hereinbefore referred to shall, from and after the commencement of this Act, be and the same is hereby repealed.

2. And be it enacted, That from and after the commencement of this Act whosoever, with intent to commit or *at the time of or immediately before or immediately after committing* the crime of piracy in respect of any ship or vessel, *shall assault, with intent to murder*, any person being on board of or belonging to such ship or vessel, or shall stab, cut, or wound any such person, or unlawfully do any act by which the life of such person may be endangered, shall be guilty of felony, and *being convicted* thereof shall suffer death as a felon.

3. And be it enacted, That from and after the commencement of this Act, whosoever shall be convicted of any offence which, by any of the Acts hereinbefore referred to, amounts to the crime of piracy, and is thereby made punishable with death, shall be liable, at the discretion of the Court, *to be transported* beyond the seas for the term of the *natural life* of such offender, *or for any term* not less than *fifteen years*, or to be *imprisoned* for any term not exceeding *three years*.

4. And be it enacted, That in the case of every felony punishable under this Act, every principal in the second degree, and every accessary before the fact, shall be punishable with death or otherwise in the same manner as the principal in the first degree is by this Act punishable; and every accessary after the fact to any felony punishable under this Act, shall, on conviction, be liable to be *imprisoned* for any term *not exceeding two years*.

5. And be it enacted, That where any person shall be convicted of any offence punishable under this Act, for which imprisonment may be awarded, it shall be lawful for the Court to sentence the offender to be imprisoned, or imprisoned and kept to hard labour, in the common gaol or house of correction, and also to direct that the offender shall be kept in solitary confinement for any portion or portions of such imprisonment, or of such imprisonment with hard labour, not exceeding one month at any one time, and not exceeding three months in any one year, as to the Court in its discretion shall seem meet.

6. And be it further enacted, That nothing in this Act contained shall be construed to extend to the alteration or repeal of any of the powers, provisions, or regulations contained in an Act made and passed in the fifth and sixth years of the reign of His late Majesty King William the Fourth, intituled "An Act for effecting greater uniformity of practice in the government of the several Prisons in England and Wales, and for appointing Inspectors of Prisons in Great Britain," or in an Act made and passed in the fourth year of His Majesty King George the Fourth, intituled "An Act for consolidating and amending the Laws relating to the building, repairing, and regulating of certain Gaols and Houses of Correction in England and Wales."

7. And be it further enacted, That this Act shall commence and take effect on the first day of October, one thousand eight hundred and thirty-seven.

Note.—After these pages had been printed off, it was suggested by a friend to whom the writer had shown a copy, that the crime of piracy not being by our English law punishable with death, even after regular and formal conviction, should have been more prominently noticed than by a mere reference to the Act of Victoria in the Appendix.

For this defect, among others, in his feeble attempt to excite inquiry, he begs to reiterate an apology. However imperfectly he may have expressed his ideas, his wish and intentions have been to denounce the impudent and atrocious audacity of any Government official presuming to make his mere *sic volo*, even to the taking the life of his fellow man, a substitute for all legislative enactments, all forms of law, all rules of British policy, all principles of justice, all dictates of humanity, all precepts of Christianity.

W. N.

January 17, 1850.

Mr. Robertson to Sir James Brooke.

Sir, *Singapore, August* 10, 1854.

I beg respectfully to inclose for your information copy of a communication to your address dated 4th August, 1854, and inclosures relative to the Commission of Inquiry, which was forwarded to Sarawak per British brig "Weraff," that left this on the 8th instant.

I have, &c.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 1.)

Mr. Grant to Mr. Robertson.

Sir, *Sarawak, August* 28, 1854.

I am instructed by Sir James Brooke to acknowledge your letter of the 10th August, and to inclose a note for Mr. Prinsep.

I have, &c.

(Signed) C. T. C. GRANT.

(No. 4.)

Mr. Grant to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, October* 2, 1854.

I am directed to state, in case the Directors of the late Eastern Archipelago Company should have intimated to the Commission that it is no longer their intention to support the accusation made in their corporate capacity, or to advance in an individual character any fresh accusation subsequently to the repeal of their charter, that Sir James Brooke considers the declaration of Mr. Motley to be unnecessary.

I have likewise to state that Sir James Brooke will leave the Commission to decide whether the inquiry relative to the statements purporting to have proceeded from the late Sultan of Borneo is to be pursued; but should the Commission not consider itself authorised to continue the inquiry, I am instructed to say, that Sir James Brooke wishes it to be recorded that he is prepared on the evidence of the present Sultan of Borneo, of Pangeran Makota, of Mr. St. John and Mr. Coulson, to prove that the statement in question was fabricated by Mr. Motley and Mr. Burns.

I am directed to add that Sir James Brooke, when assured that the accusation set forth in the instructions of the Earl of Clarendon has been abandoned, will place on record the circumstances under which it was advanced, and under which it has been withdrawn by the Directors of the late Eastern Archipelago Company.

I have, &c.

(Signed) C. T. C. GRANT,
Secretary.

(No. 3.)

Mr. Robertson to Mr. Grant.

Sir, *Singapore, October* 4, 1854.

I am directed by the Commissioners to acknowledge the receipt of yours of the 2nd instant, and to state in reply that, as regards the late Eastern Archipelago Company, the Commissioners are not aware that any charge against Sir James Brooke will be made relative to the affairs of that association.

With regard to the examination of Mr. Motley, in respect to the state-

ment purporting to have been made to him and Mr. Burns by the Sultan of Borneo. I am directed to inform you that a copy of your letter under reply was communicated to Mr. Motley, a copy of whose reply is herewith forwarded. Mr. Motley is understood to have left this island for Java.

The Commissioners are of opinion that on the absence of any charge on the part of his late employers it was useless to pursue his examination further.

With respect to the last part of your letter under reply, I am desired to say that the Commissioners are prepared to receive such papers as may be transmitted to them by Sir James Brooke, reserving for consideration hereafter whether or not they shall be embodied in their own report.

I have, &c.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 5.)

Mr. Grant to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, October* 5, 1854.

I am instructed by Sir James Brooke to repeat that he is prepared, on the testimony already mentioned, on the evidence of the letter written by the late Sultan and the Rajahs of Borneo; the internal evidence of the statement itself; and the extract from Mr. Burns' journal—found after his death—to prove the fabrication of the paper in question by Mr. Motley and Mr. Burns.

I am directed to add, by Sir James Brooke, that Mr Motley could not have been aware of the nature of the testimony to be offered by Mr. St. John and Mr. Coulson; and, on my own part, I must deny that I made any such statement as has been attributed to me by Mr. Motley, as to the proofs of the fabrication being produced in writing, which was manifestly impossible.

Sir James Brooke instructs me to state that he understands the meaning of the Commissioners to be, that whilst accusations from the late Eastern Archipelago Company may be pending, a most important witness, subpœnaed by Sir James Brooke, has been permitted to remove beyond the authority of the Commission.

I have, &c.

(Signed) C. T. C. GRANT,
Secretary.

(No. 7.)

Mr. Grant to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, October* 10, 1854.

I am instructed by Sir James Brooke to state that, should the proofs to be obtained in Singapore of the piratical character of the Serebas and Sakarran communities be found in the slightest degree deficient, he will be quite ready to adduce a mass of direct testimony to establish the fact at Sarawak:

First, on the evidence of the pirates;

Secondly, on the evidence of persons who have suffered from their depredations.

At a distance of 400 miles, and after the lapse of ten years, it is not probable that such testimony can be procured at this port.

I am directed likewise, in reference to this subject, to subjoin the following extracts from Sir James Brooke's despatch of the 4th of April, 1853, addressed to the Earl of Clarendon:

"To issue a Commission, empowered to collect evidence only within the British dominions, would not only render the inquiry nugatory, but would be a direct evasion of justice.

"It will be necessary, therefore, that the Commission should be extended to Sarawak, as the spot where the events to be inquired into occurred, &c."

I have, &c.

(Signed) C. T. C. GRANT,
Secretary to Sir James Brooke.

(No. 9.)

Mr. Grant to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, October* 18, 1854.

I am directed by Sir James Brooke to annex three statements, relative to piracy, which appeared in the "Straits' Times" newspaper, and are extracted from the Parliamentary Papers.

During these five years no proof has been adduced in support of these statements, nor have they been retracted.

Sir James Brooke has instructed me to declare these statements to be false, and their author to be an infamous slanderer.

The author of these statements is Mr. Woods, a law agent, practising in the Court of Judicature of Singapore, and in that capacity permitted by the Commission to take part in its proceedings.

I am instructed further to state that Sir James Brooke deems it requisite that the British public should be made aware of the character of this legal practitioner admitted to the Court of Judicature in this Settlement.

I have, &c.

(Signed) C. T. C. GRANT,
Secretary to Sir James Brooke.

Extract from copies of Correspondence between Sir James Brooke and the Judges at Singapore, ordered by the House of Commons to be printed, June 29, 1852.

Inclosure No. 1.

Extracts from the Editorial Article of the "Straits Times" Newspaper of May 23, 1849.

1. If the expedition failed to discover pirates, peaceable traders were found, who, perhaps, were more acceptable victims, as lacking the means and courage to resist aggression.

2. The spy-boat was in advance, in which, we believe, was the Datoo Patingi, and came across a small boat containing four men, apparently Serebas traders. These men had no arms on them, and none in their boat. The latter contained a quantity of "seeree," a native luxury, and a staple article of trade throughout the Indian Archipelago. These four men were at first treated in a friendly manner, and taken on board the "Ulai" spy-boat, their own frail vessel being towed. After remaining on board the spy-boat some time, they were treacherously set upon and most brutally murdered; their heads, after being cut off, were subsequently smoked.

3. At one of the five villages were taken captives—yes, reader, allowed to be retained by the Rajah's allies as captives!—an elderly woman and her two children. The husband and son of this woman were slain before her face, and their heads smoked in her presence.

This is no exaggeration; we are dealing with facts.

(No. 10.)

Mr. Grant to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, October* 21, 1854.

I am directed by Sir James Brooke to make the following statement:

During the time Sir James Brooke was present at the proceedings, a space was allotted to the Commission distinct from the public.

In consequence of the illegal and extraordinary introduction of Mr. Woods to take part in the inquiry, Sir James Brooke was forced to withdraw for the reasons already stated. He then acquainted the Commission that he "preferred condemnation unheard rather than to be brought into juxtaposition with a man whom he had publicly branded as infamous;" but "that, in order to promote the cause of truth, he would not object to attend at their proceedings *when Mr. Woods was not present, or was present as a witness only;*" and Sir James Brooke added, that he "held himself to be the sole judge of what was consistent with his honour."

The duties assigned to Mr. Woods having terminated, Sir James Brooke, I am instructed to state, anticipated that the presence of that person would have been dispensed with from the space previously reserved for the Commission, and for the gentlemen engaged in it. The Commission, on the contrary, at this point of the proceedings, for the first time made the discovery that newspaper reporters had a right (purely imaginary) to sit exactly within the reserved space, where Sir James Brooke had objected to the presence of Mr. Woods, the editor of the "Straits' Times."

The metamorphosis of the law agent into the newspaper reporter not answering the purpose intended, as not mending Mr. Woods' character, the Commission, in order to surmount a difficulty of its own creation, removed to a separate apartment, where the spectators were purposely confounded with the Commission, and Mr. Woods, by this device, raised to the position which Sir James Brooke refuses to countenance.

The question at issue is:

That Sir James Brooke, on the one hand, insists upon the arrangement established at the commencement of the inquiry, namely, that a distinct space be reserved for the Commission, and that within this space no person offensive to him shall be permitted to sit, excepting for the purposes of justice.

The Commission has been all along aware that the admission of Mr. Woods is the exclusion of Sir James Brooke.

The Commission, on the other hand, having departed from the arrangement made and acted upon during Sir James Brooke's attendance, persists in conferring the privilege in question upon Mr. Woods, or aims at the same end by confounding the spectators with the gentlemen engaged in the proceedings.

Under these circumstances, I am directed to repeat that "Sir James Brooke prefers condemnation unheard, rather than to be brought into juxtaposition with a man whom he has publicly branded as infamous;" and "that he holds himself to be the sole judge of what is consistent with his honour."

I am to add, that it will rest with the Commission to decide upon what is due to the public interests, and whether those interests be compatible with Sir James Brooke's principles and with his position.

I have, &c.

(Signed) C. T. C. GRANT,
Secretary to Sir James Brooke.

(No. 11.)

Mr. Grant to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, October* 27, 1854.

I am instructed by Sir James Brooke to call the attention of the Commission to the annexed letter containing statements relative to piracy.

These statements have been made by Mr. Miller, formerly surgeon of the East India Company's steam-vessel "Nemesis."

Mr. Miller's statements have not been supported, neither were they at the time made known to his commanding officer, or reported by his commanding officer (the late Captain Wallage) to his superiors.

If these statements had been true they would have been susceptible of proof, but the proof of their truth, after the lapse of years, would have convicted Mr. Miller and the officers of the "Nemesis" of having been eye-witnesses of crimes which they concealed from their commander.

I am directed by Sir James Brooke to declare these statements, either directly or by inference, to be wholly at variance with truth in each important particular; and I am further to state, that neither Mr. Miller, nor any officer or seaman belonging to the "Nemesis," witnessed the occurrences which were related in the letter addressed to Mr. Hume.

Sir James Brooke desires me to say that no language can be found sufficiently strong appropriately to stigmatise accusations so heinous, advanced in ignorance of facts and unsupported by a shadow of proof. He leaves the Commission and the public to draw their own conclusions.

I am further instructed to state that Mr. Miller emphatically denied, before a Court of Inquiry, "being the author of the objectionable statements in the 'States Times,' or any knowledge whatever as to who the author was;" and that Mr. Woods has now declared upon oath that he received information from the late Mr. Weldon, or Mr. Miller, *or both* these persons.

Mr. Woods referred the Commission to Mr. Miller's letter to Mr. Hume, in corroboration of his evidence; and the accusation made or inferred by Mr. Miller, too closely resemble the slanders propagated by the "States Times" newspaper, to admit a doubt of their real author; it must rest, therefore, with Mr. Miller to reconcile his declaration before the Court of Inquiry, with Mr. Wood's testimony, and with the striking similarity between the two statements.

By a reference to Captain Wallage's Report in the Parliamentary Papers, the Commission will learn that twelve men of the piratical tribe of Serebas were killed during the operations in the Kalukka river. In April 1849, Mr. Miller, the anonymous informant, asserted that these Dyaks had been foully murdered. In July 1849, by his own boast, he shot forty of these same Dyaks, off his own gun, during the engagement at the entrance of the Serebas river, declaring them to be pirates; and in 1851 he again alleged that Sir James Brooke had perpetrated a cold-blooded slaughter on the previous occasion.

It would be superfluous to offer any comment, but I am instructed to say that Mr. Read, Mr. St. John, and Mr. Wilkinson, gentlemen now in this Settlement, can attest Mr. Miller's declaration upon oath.

The Commission having interrogated witnesses touching the atrocities alleged to have been perpetrated during the operations of 1849, I am directed to state that Sir James Brooke has considered it requisite to deny the accusations advanced by Mr. Miller, and to explain the conduct of that person as the correspondent of Mr. Hume and the informant of Mr. Woods.

I have, &c.

(Signed) C. T. C. GRANT,
Secretary to Sir James Brooke.

(Inclosure 1.)

Extract from Further Correspondence respecting Piracy on the Coast of Borneo. (In continuation of Papers presented March 23, 1852.) Presented to the House of Commons by Command of Her Majesty, in pursuance of their Address of June 20, 1852.

Inclosure 3 in No. 9.

Dr. Miller to Mr. Hume.

Sir, *Melbourne, May* 31, 1851.

I beg to reply to your letter dated September 1850, which I only received a few days ago, as I have been on sick leave in Australia since August 1850.

I inclose you a copy of the charges which Sir James Brooke brought against me, which charges he gave to Captain Wallage previous to my being brought to a Court of Inquiry, written on paper; I gave the paper to Mr. Woods at Singapore, editor of the "States Times," to have published in his paper.

"Memorandum. A Court of Inquiry was held on Dr. Miller, Surgeon, Honourable Company's steamer 'Nemesis,' at the instance of Sir James Brooke, for communicating the following details to the editor of the 'Straits Times' newspaper.—J. H."

"That four Dyak men coming down the Kalukka river were wantonly beheaded."

Sir James says they died fighting.

These men were coming peaceably down the river with a cargo of seree leaves to exchange for salt with the Malays, when they were attacked by Sir James Brooke's spy-boat, containing fourteen men, and their heads cut off, which they brought bleeding to him, which pleased him very much.

"That a Serebas Dyak woman was allowed to be enslaved to a Balow Dyak, and her son's head and husband's were roasted before her."

I saw two heads roasting in the canoe she was in, within a foot or two of her. I was told they were her husband's and son's. I cannot be certain. There were several heads roasting in the canoe close to Sir James Brooke's boat; the men several times were obliged to order them to move their canoes, the smell was so disgusting.

"That an old toothless man was wantonly fired at, and afterwards beheaded; he was on a raft, returning from an expedition."

Sir James Brooke says he was a young man fully armed.

This act of wanton bloodshed was committed while the flotilla were on their return down the Kalukka river. Mr. Crookshank was in advance some three or four hundred yards of the flottilla; he saw a man paddling a small raft, about four feet square, coming towards him; he fired at him and missed him, and the man jumped off the raft; he followed him, his boatman speared him, cut his head off, and put it in his boat; he showed me the head, and told me what he had done. I said he was a murderer.

At the Court of Inquiry Sir James Brooke was cunning enough to bring me up for giving information to the editor of the "Straits Times" which was detrimental to Her Majesty's Government. He took care not to mention what he previously accused me about, or if he did, I had sufficient proof of his cold-blooded slaughter on the Kalukka river, as my boat's crew and officers in the expedition there were most anxious to have his doings made known to the Government. Perhaps I may soon go to London, if so, I shall give you a more correct (account)* of his proceedings in Sarawak and also Labuan.

I have, &c.

(Signed) J. W. MILLER, M.D., *Surgeon.*

(Inclosure 2.)

Copies of Correspondence between Sir James Brooke and the Judges at Singapore, p. 5. Ordered by the House of Commons to be printed, June 29, 1852.

Captain Wallage to Sir James Brooke.

My dear Sir James, "*Nemesis*," *October* 12, 1850.

With reference to the "Straits Times," I now pledge you my honour that none of the statements made in that paper about the expedition up the Kaluka in March and April 1849, were furnished by me, nor do I know anything about them, but firmly believe them incorrect.

* The word "account" omitted in original.

(Inclosure 3.)

Copies of Correspondence between Sir James Brooke and the Judges at Singapore, p. 5. Ordered by the House of Commons to be printed, June 29, 1852.

Extract of a Letter from Rear-Admiral Austen to Sir James Brooke, July 15, 1850.

It is worthy of remark, however, that not only did Mr. Miller emphatically deny to the Court being the author of the objectionable statements in the "Straits Times," or any knowledge whatever as to who the author was, but each one of the witnesses denied any knowledge of the writer.

List of Witnesses.

Mr. Goodwin.	Mr. Baker.
Mr. Dias.	Mr. Weldon.
Mr. Alexander.	Mr. St. John.

(No. 12.)

Mr. Grant to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, November* 1, 1854.

I am directed by Sir James Brooke to record two mistranslations (amongst many) of a "Deed of the Sultan of Borneo," in favour of the late Eastern Archipelago Company.

This deed bears date November 4, 1851, and will be found in the Parlimentary Papers.

The words in the original, "Tuan Motley," literally "Mr. Motley," are translated "Mr. Motley *the greater*;" and the words "Tuan Besar Sir James Brooke, Rajah, Sarawak," literally, the great gentleman (or Mr.) Sir James Brooke, Rajah of Sarawak, are translated "Sir J. Brooke *the greater, who is called* the Rajah of Sarawak."

This deed was "translated from the Malay original," and is signed "James Motley;" and it is declared to be "in the spirit of the original closely translated," and countersigned "Edw. O'Riley."

Sir James Brooke, I am instructed to state, leaves the Commission to draw its own inference from the facts: a copy and translation of the deed has already been handed to the Commission, and the original document, or the official copy at Labuan, can be referred to, in proof of this statement.

I have, &c.

Signed) C. T. C. GRANT.

Secretary to Sir James Brooke.

(No. 13.)

Mr. Grant to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, November* 1, 1854.

An accusation has been made in its corporate capacity by the late Eastern Archipelago Company, to the effect that Sir James Brooke had "sought to injure their interests, with a view to the promotion of his own;" and as this accusation is formally set forth in the "Instructions of the Earl of Clarendon," I am directed by Sir James Brooke to offer an explanation of the circumstances under which it was advanced, and under which it has been abandoned by the Directors of the late Company.

The accusation, I am instructed to declare, was advanced when, with the writ of the Attorney-General, and with the knowledge both of Earl Grey and Sir John Pakington, Sir James Brooke had taken proceedings to vacate the charter of the Eastern Archipelago Company on the ground of fraud.

The proceedings in the Court of Queen's Bench resulted in the verdict of a special jury, that five Directors of this Company had given a certificate to the Board of Trade, *knowing it to be false*. Baron Parke, in the Exchequer Chamber, stigmatised the transaction as a "fraud upon the Crown;" and Lord Campbell, Chief Justice Jervis, and Baron Martin, used terms equally just and equally severe, to designate the conduct of the five Directors, as established by the verdict of a jury.

In consequence of this decision, the charter was annulled; and in spite of this decision, and in the face of these facts, the five convicted Directors have had the effrontery to apply to Her Majesty's Government for a Royal charter of incorporation, to be granted anew to the Eastern Archipelago Company.

I am directed by Sir James Brooke to state, that the Directors of the late Company originally advanced the accusation which appears in the instructions in order to evade justice, and that they have now abandoned it to avoid further exposure, and thus to induce the Government to bestow a new charter.

I have, &c.

(Signed) C. T. C. GRANT,
Secretary to Sir James Brooke.

(No. 14.)

Mr. Grant to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, November* 14, 1854.

I am directed by Sir James Brooke to hand to you the accompanying protest, which I have now the honour to inclose.

I have, &c.

(Signed) C. T. C. GRANT,
Secretary to Sir James Brooke.

(No. 5.)

Mr. Robertson to Mr. Grant.

Sir, *Singapore, November* 16, 1854.

I am directed by the Commissioners to inform you that by the arrival of the steamer "Chusan" to-day, they are in receipt of the Commission from Her Majesty's Government: and should Sir James Brooke be desirous of knowing its contents, I am directed to say that the Commissioners will sit to-morrow at 11 A.M., when Sir James Brooke will have that opportunity, and also of stating his intentions regarding further procedure in the matter.

I am further directed to say that the Commissioners have received from the Council Chamber in Bengal the books and papers mentioned in the accompanying list, being those which Sir James Brooke had desired to be put into the hands of the Commissioners. The Commissioners will be ready to produce them to-morrow for inspection, and are prepared to leave such of them as may be desired in the hands of Sir James Brooke, of course on the condition that they will be returned, being the only copies within the Bengal Presidency.

The Singapore Agents of the Eastern Archipelago Company have intimated their intention of making a statement to the Commissioners, which is appointed to be heard to-morrow at 11 o'clock.

I have, &c.

(Signed) K. w. STUART ROBERTSON,
Clerk to the Commission.

Memorandum.

October 21, 1854.

The Government which laid so heinous an accusation on the table of the House of Commons, would as a duty submit the denial and the denunciation of its author to the same tribunal.

The fourth head of the instructions directs the Commission to inquire whether Sir James Brooke should be invested with a discretion to decide on the piratical character of the tribes on the north-west coast of Borneo; and should Mr. Miller's accusation remain on the record of Parliament without inquiry and without denial, a presumption might be not unjustly raised that the Commission had evaded its duty; that the accusation was true, because not contradicted; and that Sir James Brooke should not be invested with the authority in question.

It was Mr. Miller's duty, having advanced an accusation, to support or to retract it personally or by letter. There can be no plea of ignorance; and to allow the accusation to stand on record by refusing Sir James Brooke's denial is to screen Mr. Miller at the expense of Sir James Brooke.

No language can be sufficiently strong to stigmatize the author of an accusation so false and so heinous. The letter of Sir James Brooke, besides being requisite under the instructions, has an especial reference to the inquiry on which the Commission has been engaged. The examinations of Mr. St. John, Mr. Parr, and the Datoo Patingi, were directed to the operations of 1849, and to the atrocities alleged by Mr. Miller and others to have been committed. When the Commission inquires into the fact of these atrocities, it becomes imperatively necessary that Sir James Brooke should deny them.

It need only be added, that no action for libel can be brought on papers presented by the Queen, or called for by the House of Commons; and under any circumstances the responsibility would rest on the Government or on the publisher.

The Commissioners have stated in their letter of the 4th October, 1854, that they were prepared to receive any documents handed in, and their course in this respect may be considered to be merely executive; for the refusal or the suppression of documents would only lead to endless correspondence, and discussions in Parliament, without preventing the publicity which the Commission deprecates.

(No. 1.)

Mr. Logan to Mr. Robertson.

Sir, *Singapore, September* 5, 1854.

I am desired by Sir James Brooke to request that you will have the goodness to communicate to the Commissioners that Sir James has arrived here, and that before leaving Sarawak he dispatched a note to the Commissioners (under cover to you), which was forwarded by the brig "Dido."

Sir James has requested me to bring some points to the notice of the Commissioners previous to the opening of the Commission; and you will therefore oblige me by ascertaining whether it will be more convenient to the Commissioners that I should wait upon them personally for the above purpose, or address them, through you, in writing.

I am, &c.

(Signed) A. LOGAN,

Law Agent for Sir James Brooke.

(No. 1.)

Mr. Robertson to Mr. Logan.

Sir, *Singapore, September* 5, 1854.

In reply to your letter of to-day's date, I am directed by the Commissioners to acknowledge the receipt of Sir James Brooke's note per "Dido" to them.

I am desired by the Commissioners to request that any communication which you may have to make on behalf of Sir James Brooke, prior to the opening of the inquiry, should be done in writing to myself.

I have, &c.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 2.)

Mr. Logan to Mr. Robertson.

Sir, *Singapore, September* 6, 1854.

On behalf of Sir James Brooke I have to request that you will have the goodness to submit the following matters to the Commissioners:—

1. Sir James Brooke would beg to suggest to the Commissioners whether the holding of the inquiry in the Court-house will not have the effect of conveying to the minds of the public, especially of the natives, the impression that the proceeding is of the nature of a judicial trial, and whether it would not, therefore, be desirable that the Commission should sit in some other place. Having offered this suggestion, Sir James will be satisfied with any arrangements which the Commissioners may adopt.

2. Having considered it necessary to protest against the manner and spirit in which the instructions by Lord Clarendon, dated 21st June, 1853, are framed, Sir James Brooke has prepared a paper for the purpose of being given in at the opening of the Commission; but, as the document is somewhat long, it may be convenient to the Commissioners to be made acquainted with its contents beforehand, and, if they wish it, I shall be glad to transmit it to you, together with some papers supplementary to it.

3. In a despatch to Lord Clarendon, dated the 23rd December, 1853, Sir James Brooke gave a list of various papers and documents required for his defence. Should these have been forwarded to the Commissioners, may I request that Sir James Brooke, by himself or his agents, may be allowed to inspect, and, where necessary, copy them? I also beg to make a similar request in regard to the papers mentioned in the last three paragraphs of Lord Clarendon's despatch to Sir Charles Wood, dated June 21st, 1853.

4. Sir James Brooke would wish to be made acquainted with any charges which may have already been given in against him, together with the names of the parties making them and of the witnesses by whom they are to be substantiated. This course would probably save time by enabling Sir James Brooke to be prepared to rebut such charges where necessary, and I therefore trust the Commissioners will not consider the application I now make irregular or inadmissible.

I am, &c.

(Signed) A. LOGAN,
Law Agent for Sir James Brooke.

(No. 2.)

Mr. Robertson to Mr. Logan.

Sir, *Singapore, September* 6, 1854.

Your communication of to-day's date has been received and submitted to the Commissioners, and in reply to the several heads I am desired to say:

1. The Commissioners will be happy to meet you at the Court-house

to-morrow at 12 o'clock, and in accordance with their instructions will endeavour to meet the wishes of Sir James Brooke as far as possible.

2. The paper which has been prepared by Sir James Brooke to be handed in at the opening of the Commission the Commissioners will be happy to receive as soon as convenient.

3. In reference to the communication forwarded to Lord Clarendon of date 23rd December, 1853, containing list of papers and documents for defence of Sir James Brooke, I am directed to say that any papers or documents which may be required for the defence of Sir James Brooke, and which are in the power of the Commissioners, they will be happy to give for inspection, or to be copied if desired.

I am further directed to say, that only a printed extract of "Hansard's Report of the Debates in the House of Commons in 1850, 1851, and 1852, relative to Borneo," has been received, as well as "Copies of Communications between Lord Aberdeen, and Lord Palmerston, and the Netherlands Government, relative to Sir James Brooke and Sarawak;" but "Copies of all Correspondence, and portions of Despatches not already published in the Parliamentary Papers," which may be included in the Blue Books placed in the hands of the Commissioners, and which they are not using, they have no objection to grant inspection of; and any which may be required, and not received by the next mail, will be applied for from the Government of India.

4. I am directed to state that you will duly receive copies of all charges against Sir James Brooke which may be entertained by the Commissioners.

I have, &c.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 3.)

Mr. Logan to Mr. Robertson.

Sir, *Singapore, September* 16, 1854.

I am desired by Sir James Brooke to request that you will submit to the Commissioners the following suggestions, in consequence of the Commission having now held two sittings without eliciting any admissible charges against him.

1. As Dr. Miller (formerly surgeon of the Honourable Company's steamer "Nemesis") may not have had an opportunity of learning that this Commission of Inquiry is now sitting, whether an intimation of the fact should not be forwarded to him, if he is resident in India.

2. As it may be gathered from the terms of the Commission that charges were expected to be made against Sir James Brooke by the late Eastern Archipelago Company, whether the known agents of that Company in Singapore (Messrs. Wm. Macdonald and Co.) might not be called upon to state whether they have instructions to prefer any charges.

3. Sir James Brooke's principal reason for offering the last suggestion to the Commissioners is, that Mr. James Motley, formerly the Resident Manager for the Company at Labuan, is at present in Singapore, and if any matter in which that Company are or were concerned should form a subject of inquiry, his evidence would be most material; and as it is reported that Mr. Motley will shortly leave this place for Java, or some other territory beyond the jurisdiction of the Commission, it is suggested whether it might not be advisable to require Mr. Motley to remain within the limits to which the Commission extends until it has been ascertained whether or not his evidence will be required.

I am, &c.

(Signed) A. LOGAN,
Law Agent for Sir James Brooke.

(No. 3.)

Mr. Robertson to Mr. Logan.

Sir, *Singapore, September* 18, 1854.

I am instructed by the Commissioners, in reply to yours of the 16th instant, to say—

1. That in respect to Dr. Miller, they have no actual knowledge that he is on his way to Singapore, but that if he is in India he is doubtless already aware of the sitting of the Commission of Inquiry.

2. The Commissioners propose to make some such application as suggested to the Agent of the Eastern Archipelago Company.

3. Mr. Motley has tendered himself in evidence, and has notice to attend on Thursday next, when the Commission will probably come to a determination as to their further proceedings.

I have, &c.
(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 1.)

Mr. Motley to Mr. Robertson.

Sir, *Singapore, September* 14, 1854.

I have the honour to inform you that I have arrived at Singapore from Batavia, where I have an engagement, for the purpose of appearing before the Commission now sitting, should they wish to ask me any questions. I was induced to do this because my name has been on some occasions mentioned in connection with the matters under the consideration of the Commission, and I did not wish to be absent if called for; as, however, it is of very great importance to me to return to Batavia by the next Java mail, at the end of about a fortnight, I trust that the Commissioners will pardon my requesting them to inform me whether they desire to examine me; and if so that they will, if possible and compatible with the objects of their inquiries, set me at liberty before that time.

I have, &c.
(Signed) JAMES MOTLEY.

(No. 1.)

Mr. Robertson to Mr. Motley.

Sir, *Singapore, September* 14, 1854.

I beg to acknowledge the receipt of your communication of to-day.

Having represented to the Commissioners your desire to be called upon at an early date, should it be found necessary to hear any evidence you may be able to give regarding the matters which they are to inquire into, I am directed to inform you that for the present they do not see any occasion to call upon you, but should they afterwards wish you to appear, I will duly inform you of the same as early as possible.

I have, &c.
(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 2.)

Mr. Robertson to Mr. Motley.

Sir, *Singapore, September* 16, 1854.

Since my communication of the 14th instant, the Commissioners have determined to hear any evidence which you may be able to bring before them, and I am directed to request you to be present at their next sitting on Tuesday the 19th instant, when opportunity shall be afforded you of laying before them any information which you may be possessed of regarding the matters of the Commission with which they are charged, and should it be your wish that a subpœna should be served upon you, by announcing the same to me it shall have my attention.

I have, &c.
(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 2.)

Mr. Motley to Mr. Robertson.

Sir, *Singapore, September* 16, 1854.

I have the honour to acknowledge your letter of this day's date; and shall wait upon the Commissioners on Tuesday the 19th instant, when I shall hold myself in readiness to answer any questions they may put to me upon the subject of the inquiry.

I have, &c.
(Signed) JAMES MOTLEY.

(No. 3.)

Mr. Motley to Mr. Robertson.

Sir, *Singapore, October* 3, 1854.

I have the honour to inform you that I have perused the letter of Mr. Grant, of yesterday's date, shown to me by you by order of the Commissioners.

I have the honour to represent that I understood from what Mr. Grant stated before the Commissioners on the 27th ultimo, that Sir James Brooke engaged to produce in writing the proofs which he alleged he possessed of the fabrication by Mr. Burns and myself of the statement purporting to be made by the late Sultan of Bruné, of which proofs the Commissioners promised that I should be furnished with a copy.

The letter of Mr. Grant above alluded to does not bring forward any such proofs; it states merely, as he stated *viva voce* before the Commissioners, that he was prepared to do so.

I can, therefore, merely say that the evidence of Mr. St. John and Mr. Coulson, whatever it may be, must be hearsay evidence only, as they were not present, and knew nothing whatever of the transaction until long after, and that the evidence of the Sultan of Bruné and Pangeran Makota, since the personal influence of Sir James Brooke (in whatever manner exercised) has been brought to bear directly upon them, will carry its proper weight in the minds of the Commissioners, fully alive as I presume them to be to the nature and value of Malay testimony, given under the influence of fear or favour.

I may add that it appears to me not a little strange that Sir James Brooke has not previously stated his readiness to disprove my evidence given on the 21st ultimo, twelve days ago, and that he has now done so on the eve of my departure, which he knows it is not in my power to postpone without serious loss and inconvenience.

I have, &c.
(Signed) JAMES MOTLEY.

(No. 1.)

Mr. Martin to Mr. Robertson.

Sir, *Singapore, September* 9, 1854.

I beg to inform you that Spenser St. John, Esq., Her Majesty's Acting Consul-General for Borneo, being too ill to embark for Singapore when I left Sarawak on the 30th ultimo, entrusted to my care the official records of his office, which, being indispensable for Sir James Brooke's defence, he requested me to deliver either to the Commissioners or to Sir James Brooke, as the Commissioners might think proper. I will therefore thank you to acquaint the Commissioners of these circumstances, and to inform me, at your convenience, to whom I am to deliver the papers.

I have, &c.
(Signed) WILLIAM MARTIN.

(No. 1.)

Mr. Robertson to Mr. Martin.

Sir, *Singapore, September* 9, 1854.

Your letter of to-day's date has been received and submitted to the Commissioners, and in reply I am directed to say that the documents with which Mr. Spenser St. John, of Sarawak, entrusted you, relative to Sir James Brooke, the Commissioners are of opinion had better be presented in Court, either at the opening of the Commission of Inquiry, or as soon after as may be convenient to you.

I have, &c.
(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

(No. 1.)

Mr. Napier to Messrs. Prinsep and Devereux.

Gentlemen, *Singapore, August* 29, 1854.

I beg to inform you that it is my intention to prefer charges against Sir James Brooke, falling within the authorized objects of your inquiry; and I respectfully request to be instructed as to the form in which preliminary steps are to be taken in furtherance of that object.

I have, &c.
(Signed) W. NAPIER.

(No. 1.)

Mr. Robertson to Mr. Napier.

Sir, *Court House, Singapore, August* 30, 1854.

I am directed by the Commissioners appointed under Act XV of the Legislative Council of India, in reply to yours of the 29th instant, to say that they are prepared to receive any charges falling within the limits of the inquiry they have been directed to make under the Act above referred to, and request that such charges may be forwarded in writing, to myself, as their clerk, on or before the 11th proximo, being the day appointed by advertisement for entering upon the business of the Commission.

With regard to the form in which such charges are to be promoted, I am directed to inform you that although parties preferring them will not be limited to the same particularity of statement as is required in the ordinary regular courts of justice, they will expect that due attention should be given to the observance of as much brevity and precision as the nature of the charges will admit. Your own experience in such matters will no doubt suggest the propriety of such restriction.

I am desired to add, that on and after Monday next, the Commissioners will be prepared to issue written forms of summons for the attendance of such witnesses as it may be intended to produce.

I have, &c.

(Signed) K. B. STUART ROBERTSON,
Clerk to the Commission.

Subpœna to Mr. Wright.—(Served by Vitilangam, September 21, 1854.)

To G. T. Wright, Esquire, of Singapore, in the Straits of Malacca. Greeting:

I, Humphrey Bohun Devereux, hereby require you personally to be and appear before me and Charles Robert Prinsep, Esquire, Commissioners, at the Court House, Singapore, on the twenty-first day of September, in the year of Our Lord one thousand eight hundred and fifty-four, at eleven o'clock in the forenoon, then and there to answer to all such questions as shall be demanded of you, tending or concerning the matter connected with or arising out of the position of Sir James Brooke, K.C.B., Her Majesty's Commissioner and Consul-General in the Island of Borneo, and whereof we the said Humphrey Bohun Devereux and Charles Robert Prinsep are empowered to inquire as well by Act of the Legislative Council of India, numbered Act XV of 1854, as by the warrant of the Right Honourable the Marquess of Dalhousie, Governor-General of India in Council, bearing date the seventh day of July, one thousand eight hundred and fifty-four.

And herein fail not, as you will answer to the contrary at your peril.

Given at Singapore aforesaid, this sixteenth day of September in the year of Our Lord one thousand eight hundred and fifty-four.

(Signed) H. B. DEVEREUX,
Commissioner

(Signed) K. B. STUART ROBERTSON,
Clerk of the said Commission.

Subpœna to Mr. Read.—(*Served by Vitilangam, September* 16, 1854.)

To Robert Barclay Read, Esquire, of Singapore, in the Straits of Malacca. Greeting:

I, Humphrey Bohun Devereux, hereby require you personally to be and appear before me and Charles Robert Prinsep, Esquire, Commissioners, at the Court House at Singapore, on the nineteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four, at eleven o'clock in the forenoon, then and there to answer to all such questions as shall be demanded of you, tending or concerning the matter connected with or arising out of the position of Sir James Brooke, K.C.B., Her Majesty's Commissioner and Consul-General in the Island of Borneo, and whereof we the said Humphrey Bohun Devereux and Charles Robert Prinsep are empowered to inquire as well by Act of the Legislative Council of India numbered Act XV of 1854, as by the warrant of the Right Honourable the Marquess of Dalhousie, Governor-General of India in Council, bearing date the seventh day of July, one thousand eight hundred and fifty-four.

And herein fail not, as you will answer to the contrary at your peril.

Given at Singapore aforesaid, this sixteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four.

(Signed) H. B. DEVEREUX,
Commissioner.

(Signed) K. B. Stuart Robertson,
Clerk of the said Commission.

Subpœna served to Mr. Aitken.—(*Served by Vitilangam, September* 16, 1854.)

To J. Aitken, Esquire, of Singapore, in the Straits of Malacca. Greeting:

I, Humphrey Bohun Devereux, hereby require you personally to be and appear before me and Charles Robert Prinsep, Esquire, Commissioners, at the Court House at Singapore, on the nineteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four, at eleven o'clock in the forenoon, then and there to answer to all such questions as shall be demanded of you, tending or concerning the matter connected with or arising out of the position of Sir James Brooke, K.C.B., Her Majesty's Commissioner and Consul-General in the Island of Borneo, and whereof we the said Humphrey Bohun Devereux and Charles Robert Prinsep are empowered to inquire as well by Act of the Legislative Council of India numbered Act XV of 1854, as by the warrant of the Right Honourable the Marquess of Dalhousie, Governor-General of India in Council, bearing date the seventh day of July, one thousand eight hundred and fifty-four.

And herein fail not, as you will answer to the contrary at your peril.

Given at Singapore aforesaid, this sixteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four.

(Signed) H. B. DEVEREUX,
Commissioner.

(Signed) K. B. Stuart Robertson,
Clerk of the said Commission.

Subpœna to Mr. Allen, M.D.—(*Served by Vitilangam, September* 16, 1854.)

To H. A. Allen, Esquire, M.D., of Singapore, in the Straits of Malacca. Greeting:

I, Humphrey Bohun Devereux, hereby require you personally to be and appear before me and Charles Robert Prinsep, Esquire, Commissioners, at the Court House at Singapore, on the nineteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four, at eleven o'clock in the forenoon, then and there to answer to all such questions as shall be demanded of you, tending or concerning the matter connected with or arising out of the position of Sir James Brooke, K.C.B., Her Majesty's Commissioner and Consul-

General in the Island of Borneo, and whereof we the said Humphrey Bohun Devereux and Charles Robert Prinsep are empowered to inquire as well by Act of the Legislative Council of India numbered Act XV of 1854, as by the warrant of the Right Honourable the Marquess of Dalhousie, Governor-General of India in Council, bearing date the seventh day of July, one thousand eight hundred and fifty-four.

And herein fail not, as you will answer to the contrary at your peril.

Given at Singapore aforesaid, this sixteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four.

(Signed) H. B. DEVEREUX,
Commissioner.

(Signed) K. B. STUART ROBERTSON,
Clerk of the said Commission.

Subpœna to Mr. Sparks.—(Served by Vitilangam, September 16, 1854.)

To John Sparkes, Esquire, of Singapore, in the Straits of Malacca. Greeting:

I, Humphrey Bohun Devereux, hereby require you personally to be and appear before me and Charles Robert Prinsep, Esquire, Commissioners, at the Court House at Singapore, on the nineteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four, at eleven o'clock in the forenoon, then and there to answer all such questions as shall be demanded of you, tending or concerning the matter connected with, or arising out of, the position of Sir James Brooke, K.C.B., Her Majesty's Commissioner and Consul-General in the Island of Borneo, and whereof we the said Humphrey Bohun Devereux and Charles Robert Prinsep are empowered to inquire as well by Act of the Legislative Council of India numbered Act XV of 1854, as by the warrant of the Right Honourable the Marquess of Dalhousie, Governor-General of India in Council, bearing date the seventh day of July, one thousand eight hundred and fifty-four.

And herein fail not, as you will answer to the contrary at your peril.

Given at Singapore aforesaid, this sixteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four.

(Signed) H. B. DEVEREUX,
Commissioner.

(Signed) K. B. STUART ROBERTSON,
Clerk of the said Commission.

Subpœna to Mr. Dare.—(Served by Vitilangam, September 16, 1854.)

To G. J. Dare, Esquire, of Singapore, in the Straits of Malacca. Greeting:

We, Charles Robert Prinsep and Humphrey Bohun Devereux, hereby require you personally to be and appear before us, at the Court House at Singapore, on the nineteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four, at eleven o'clock in the forenoon, then and there to answer to all such questions as will be demanded of you, tending or concerning the matter connected with, or arising out of, the position of Sir James Brooke, K.C.B., Her Majesty's Commissioner and Consul-General in the Island of Borneo, and whereof we, the said Charles Robert Prinsep and Humphrey Bohun Devereux, are empowered to inquire as well by Act of the Legislative Council of India numbered Act XV of 1854, as by the warrant of the Right Honourable the Marquess of Dalhousie, Governor-General of India, in Council, bearing date the seventh day of July, one thousand eight hundred and fifty-four.

And herein fail not, as you will answer to the contrary at your peril.

Given at Singapore aforesaid, this sixteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four.

(Signed) C. R. PRINSEP,
H. B. DEVEREUX,
Commissioners.

(Signed) K. B. STUART ROBERTSON,
Clerk of the said Commission.

Subpœna to Mr. Guthrie.—(*Served by Vitilangam, September* 16, 1854.)

To James Guthrie, Esquire, of Singapore, in the Straits of Malacca. Greeting:

We, Charles Robert Prinsep and Humphrey Bohun Devereux, hereby require you personally to be and appear before us, at the Court House at Singapore, on the nineteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four, at eleven o'clock in the forenoon, then and there to answer to all such questions as shall be demanded of you, tending or concerning the matter connected with, or arising out of, the position of Sir James Brooke, K.C.B., Her Majesty's Commissioner and Consul-General in the Island of Borneo, and whereof we, the said Charles Robert Prinsep and Humphrey Bohun Devereux, are empowered to inquire as well by Act of the Legislative Council of India numbered Act XV of 1854, as by the warrant of the Right Honourable the Marquess of Dalhousie, Governor-General of India in Council, bearing date the seventh day of July, one thousand eighteen hundred and fifty-four.

And herein fail not, as you will answer to the contrary at your peril.

Given at Singapore aforesaid, this sixteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four.

(Signed) C. R. PRINSEP,
H. B. DEVEREUX,
Commissioners.

(Signed) K. B. STUART ROBERTSON,
Clerk of the said Commission.

Subpœna to Mr. Leisk.—(*Served by Vitilangam, September* 16, 1854.)

To W. Leisk, Esquire, of Singapore, in the Straits of Malacca. Greeting:

We, Charles Robert Prinsep and Humphrey Bohun Devereux, hereby require you personally to be and appear before us, at the Court House at Singapore, on the nineteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four, at eleven o'clock in the forenoon, then and there to answer to all such questions as shall be demanded of you, tending or concerning the matter connected with, or arising out of, the position of Sir James Brooke, K.C.B., Her Majesty's Commissioner and Consul-General in the Island of Borneo, and whereof we the said Charles Robert Prinsep and Humphrey Bohun Devereux are empowered to inquire as well by Act of the Legislative Council of India numbered Act XV of 1854, as by the warrant of the Right Honourable the Marquess of Dalhousie, Governor-General of India in Council, bearing date the seventh day of July, one thousand eight hundred and fifty-four.

And herein fail not, as you will answer to the contrary at your peril.

Given at Singapore aforesaid, this sixteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four.

(Signed) C. R. PRINSEP,
H. B. DEVEREUX,
Commissioners.

(Signed) K. B. STUART ROBERTSON,
Clerk of the said Commission.

Subpœna to Mr. Baumgarten.—(*Served by Vitilangam, September* 16, 1854.)

To C. Baumgarten, Esquire, of Singapore, in the Straits of Malacca. Greeting:

We, Charles Robert Prinsep and Humphrey Bohun Devereux, hereby require you personally to be and appear before us, at the Court House at Singapore, on the nineteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four, at eleven o'clock in the forenoon, then and there to answer to all such questions as shall be demanded of you, tending or concerning the matter connected with or arising out of the position of Sir James Brooke, K.C.B., Her Majesty's Commissioner and Consul-General in

the Island of Borneo, and whereof we the said Charles Robert Prinsep and Humphrey Bohun Devereux are empowered to inquire as well by Act of the Legislative Council of India numbered Act XV of 1854, as by the warrant of the Right Honourable the Marquess of Dalhousie, Governor-General of India in Council, bearing date the seventh day of July, one thousand eight hundred and fifty-four.

And herein fail not, as you will answer to the contrary at your peril.

Given at Singapore aforesaid, this sixteenth day of September, in the year of Our Lord one thousand eight hundred and fifty-four.

(Signed) C. R. PRINSEP,
H. B. DEVEREUX,
Commissioners.

(Signed) K. B. STUART ROBERTSON,
Clerk of the said Commission.

Minute by the Hon. H. B. Devereux.

Tuesday, November 7, 1854.

On Monday, the 30th October, the Commissioners held a sitting which lasted about three-quarters of an hour. On Tuesday, the 31st, they sat for nearly two hours and a quarter. On Monday, the 6th November (yesterday), they sat for one hour and three-quarters. To-day they will not sit. In short, during eight working-days, they have transacted business for only four hours and three-quarters. They have done so for the very sufficient reason that there is no more business to be done.

I have only to-day ascertained from Mr. Prinsep that he proposes to wait at Singapore for an indefinite time, in the expectation of a reply to the letter which was addressed to the Secretary to the Governor of India, in the Foreign Department, on the 11th September, applying for seven volumes of Hansard, and until the Order in Council, giving authority to examine witnesses in Borneo, shall arrive.

It is time, therefore, that I should place on record what is, in my opinion, the proper course to be pursued.

Two principal matters alone have for a long time occupied our attention. The first was an inquiry concerning the character of the Serebas and Sakarran Dyaks, concerning which a number of depositions, of which about twenty were from direct native witnesses, have been taken. Endeavours have been made to procure more, and I by no means object to any further evidence on the question, but I do not consider it *necessary*, and I believe that already taken to be sufficient. The other matter of inquiry was that on which information was to be obtained from Sir James Brooke himself. This has been completed, with the exception of any question which may, on consideration in the course of a day or two, still remain to be put.

These two matters of inquiry have therefore been completed, and there is nothing else whatever to be done at Singapore; and having transacted business for four hours and three-quarters in the last eight days, we shall probably have, of necessary business, not one hour during the next eight.

It is therefore indispensable to consider what is next to be done; and the first point to be determined is whether there is any occasion to proceed to Labuan, Brunéi, or Sarawak.

In Labuan the Commissioners have already full authority to act under the Ordinance passed by the Labuan Government. Is there any occasion to proceed to Labuan, and to act under that authority? If there is any reason whatever, I have still to learn it. It is upwards of three months since the notification concerning the arrival of the Commissioners was publicly promulgated in Singapore, and since their arrival here Her Majesty's brig "Rapid" has been to Labuan and back without producing the slightest intimation of any occasion whatever for the Commissioners to go to Labuan.

If there is no occasion to go to Labuan, still less is there any occasion to go to Brunéi, as there is not even any information before the Commissioners that there is a single British subject at Brunéi, except certain persons who are in prison awaiting their trial.

Excluding, therefore, from consideration both Labuan and Brunéi, Sarawak

alone remains as a place to which it might possibly be necessary to go, if the Order in Council had arrived; and I must say that, while there are many reasons against going to Sarawak, I know of not one in favour of it. The Order in Council would, at all events, only give authority to examine British subjects, and though there probably are a few British subjects at Sarawak, I am not aware of any matter on which the Commissioners are urgently desirous of examining them, still less of any which would justify them in calling for the services of a forty-gun frigate for some weeks to convey them there and back. Her Majesty's ship "Sybilla" is the only vessel available for the purpose, and it has not been ascertained that even she is available. Her size would prevent her going higher up the Sarawak river than about twenty-five miles below the town, and the Commissioners would have no choice but to become the guests of Sir James Brooke—a proceeding which, under the actual circumstances, seems to be undesirable.

Even, therefore, if the Order in Council had arrived, it would not, so far as I am at present informed, be the duty of the Commissioners to proceed to either Labuan, Bruné, or Sarawak.

Mr. Prinsep informs me that he proposes to wait here until the Order in Council arrives. I trust he will place on record his reasons for thinking this necessary, when the public service does not require us to act on the authority which the Order in Council will give to act in Borneo, any more than we propose to act on the authority already received for the Island of Labuan.

I cannot help remarking that I think any expectation that the Commissioners will be *ordered* to proceed to Borneo to be quite unfounded. The instructions of the Government of India only say that an Ordinance has been passed by the Legislative Council in Labuan, and that an Order in Council will have been issued by Her Majesty conferring the necessary powers in the territories of the Sultan of Borneo. There is no direction to proceed to those places, even, if we think it unnecessary, and it is not likely that such an order will be issued. In Lord Clarendon's letter, dated June 21, 1853, it is merely observed, "It *may be* expedient to move the Commissioners to some locality off the coast of Borneo," and therefore the names of the Commissioners are wanted for the purpose of being inserted in the Order of Council empowering them to compel the attendance of British subjects.

The sum of what I have said is as follows:

There is no further necessary business to be done at Singapore. There is an authority to act at Labuan, but there is no occasion to go there. Even if the Order in Council for Borneo had arrived, there is no occasion to go to either Bruné or Sarawak. It has not arrived, and if it ever does arrive it is most improbable that it will be accompanied by an order directing the Commissioners to proceed to Borneo, whether they think it necessary or not. I need not here do more than allude to the difficulty of procuring a conveyance.

I should further add, that the Commissioners are here at a cost to the Crown of between 800*l.* and 900*l.* a-month, and they would ill observe Lord Clarendon's injunctions of economy if they continue here when no public duty requires it.

I may further remark, that Sir James Brooke has intimated his desire to return to Sarawak in the only vessel which is available to him, and that he is only kept here because the Commissioners have not declared the Commission to be closed.

I propose, therefore, that notice shall be given, in the most public manner, that the Commission will be closed forthwith unless fresh business is laid before it, and I would fix the departure of the Commissioners for Calcutta by the steamer "Shanghai," which is expected in a few days.

Should Mr. Prinsep dissent from the arguments I have used, or the conclusions I have drawn, I trust he will place his reasons for doing so on record. I shall then be in a position to judge whether it is consistent with my duty to remain for a further period at Singapore, or whether I shall proceed to Calcutta by the first steamer.

(Signed) H. B. DEVEREUX.

Minute by the Hon. H. B. Devereux.

Singapore, September 26, 1854.

Having occasionally dissented from the course which has been finally adopted by the Commissioners, I desire in justice to myself, and to prevent the necessity of being called on to do so in future, to place on record the following remarks.

At the two first sittings of the Commissioners no business came before them.

At the second sitting, on the 14th of September, Mr. Prinsep commented on the conduct of the fifty-three residents at Singapore, who in January 1851 had signed a memorial to Mr. Hume, and had not come forward to support their allegations. The general tenour of that memorial was that the memorialists would not undertake to say that the Dyaks of Serebas and Sakarran were not pirates; but confidently affirmed that the evidence of their being pirates was the very opposite of satisfactory, that a great loss of life had been caused among these Dyaks by the operations against them in July 1849, and that they conceived the case called for inquiry. I had, previous to the observations above alluded to, dissented from the advisableness of making such a declaration. I conceived that various inconveniences might result from that declaration, that by the tenour of their memorial, the memorialists were not bound to appear as prosecutors, and that it was the duty of the Commissioners themselves to inquire into the question of piracy, rather than to induce private individuals to appear against Sir James Brooke.

At the third sitting on the 19th, the result of that declaration appeared in the shape of a collective letter, addressed to the Commissioners by seventeen of the memorialists to Mr. Hume. They defended themselves in this letter from the reflections which they considered had been cast upon them, and stated "they regarded themselves as precluded by the terms of the Commission from preferring any accusatory matters against Sir James Brooke, even if it were their wish, unless respecting complaints of a personal nature."

This collective letter was presented to the Commissioners by a law-agent, Mr. Woods, who had also signed the memorial to Mr. Hume. In presenting it, he declared his desire and that of his constituents, that he might be admitted to act as prosecutor in the matters alleged in the memorial. He was accordingly admitted as prosecutor by Mr. Prinsep, and it was fixed that the inquiry conducted by him should commence on Saturday the 23rd.

On Friday evening (22nd) Sir James Brooke forwarded to the Commissioners a protest against that law-agent acting for the prosecution, grounding his prtoest on certain objections to that individual, and noticing, among other things, certain statements which had that day been deposed on oath.

The matter of this protest was not acceded to by the Commissioners, and on Saturday the 23rd the so-called prosecution was proceeded with, notwithstanding Sir James Brooke had since (25th) communicated that on the conclusion of the inquiry prosecuted by the law-agent, and not till then, he will again take part in the proceedings.

Affairs at present stand thus: Sir James Brooke does not attend; our law-agent conducts the prosecution. He has made no charge. His field of inquiry is therefore not distinctly marked out, and hence business is a good deal interrupted by the discussions on the propriety of his line of investigation. The law-agent himself appears to consider his field unlimited, and yesterday, for instance, claimed to prosecute his inquiries into matters under the second head of inquiry, viz., Sir James Brooke's conduct as a trader.

The Commissioners on the contrary appear in a general way to understand that he is acting in fulfilment of the duties which attach to the signers of the memorial to Mr. Hume.

This point is still unsettled. In reply to a question put by me this day, the law-agent stated that he was acting for himself, and for other parties whom he declined to name.

In opposition to the prosecution, another law-agent (Mr. Aitken) conducts the defence. He was, with the assent of both the Commissioners, allowed to do so to-day, when he presented a letter signed by ten members of mercantile firms here, most of them among those who signed an address to Sir James Brooke on

the 3rd November, 1849, approving of the measures adopted for suppressing piracy on the coast of Borneo. This letter authorized Mr. Aitken to conduct the defence as their representative. There are, therefore, in Court two parties conducting a *quasi* prosecution and defence, and deriving their existence and *locus standi* from the memorial to Mr. Hume and the address to Sir James Brooke.

On a review of the above facts, I think, with great deference to the experience and judgment of Mr. Prinsep, that I am justified in saying some little embarrassment has arisen. It is not my desire, however, to remark further on what is past, but rather to state, in general terms, my view of the manner in which business should in future be carried on.

With regard to the charges brought by individuals, and comprised under the third head of inquiry, I conceive the practice should be to receive, as heretofore, such charges, and after examination to reject them, or admit them for investigation; to permit the person making the charge to prosecute the inquiry before the Commissioners, either in person or by his agent duly authorized, and not to enter into any inquiry comprised under the third head, in which the formalities above specified have not been observed.

In connection with this, I must remark on the examination of Mr. J Motley by Sir James Brooke, which is still unfinished. This proceeding appears to be irregular, though justified by the necessity of the case. From the tenour of letters received from Messrs. Wm. Macdonald and Co., the agents of the Eastern Archipelago Company, the Commissioners have reason to expect that charges will be made against Sir James Brooke by that Company. Mr. Motley is a material witness in the case. He has offered himself for examination, and has expressed his intention of leaving Singapore for good in about a week from this time. Under these circumstances, Sir James Brooke's application to take Mr. Motley's deposition could scarcely be refused. I apprehend that if the agents of the Eastern Archipelago Company declare that no charge will be made on the part of the Company, there will be no further plea for the continuance of the examination of Mr. Motley. The Commission directs inquiry into private matters of complaint only in the cases where charges have been or may be made by persons against Sir James Brooke. It does not direct inquiry into any charges which Sir James Brooke may bring against other persons.

Doubts may be entertained whether the above remarks will properly apply to accusations which have been brought against Sir James Brooke. I postpone considering the question until a case involving the doubts is presented for decision. In the event of Sir James Brooke demanding investigation into a charge which has been made, and is not now urged, it will, I conceive, be for the Commissioners to determine the propriety and necessity of investigating it.

With regard to the three remaining heads of inquiry (1st, 2nd, and 3rd), I conceive the Commissioners would more properly perform the duties intrusted to them by themselves conducting any future investigation which may be called for under those heads. The matters comprised under them are of a purely public nature; they do not properly concern any private individual. The Governor-General in Council has directed the Commissioners to make inquiry, and when satisfied with the information collected, to close the Commission and make a report. This duty will, I think, be executed most efficiently, and with the least likelihood of kindling afresh old animosities, by the Commissioners reserving to themselves the conduct of such investigations for the future.

I by no means, however, desire to exclude the employment of legal gentlemen whenever they can be legitimately employed, provided the limits of the inquiry are prescribed by the Commissioners.

(Signed) H. B. DEVEREUX.

Supplement to the Appendix.

The Secretary to the Government of India to Messrs. Prinsep and Devereux.

Gentlemen, *Fort William, July 7*, 1854.

WITH their despatch dated the 6th of July, 1853, the Honourable the Court of Directors transmitted to the Government of India, copies of a letter from the President of the Board of Commissioners for the Affairs of India, dated the 28th June, and of its inclosure from Her Majesty's Secretary of State for Foreign Affairs, stating that it had been deemed expedient that an inquiry should be had in respect of certain matters connected with and arising out of the position of Sir James Brooke, K.C.B., Her Majesty's Consul-General and Commissioner in Borneo, and that it would be convenient to Her Majesty's Government that this inquiry should be conducted under the authority and by the direction of the Governor-General of India in Council. And the Honourable Court accordingly, in the same despatch, called upon the Governor-General in Council to select two or more Commissioners for the purposes of the intended inquiry, and to communicate their names and designations, in order that they might be invested by Her Majesty with such of the necessary powers as it was not within the competence of his Lordship in Council to confer.

2. The nomination finally submitted by the Governor-General in Council, in pursuance of the above directions, having been declared unobjectionable, I am directed to transmit to you herewith a Commission, appointing you to be Commissioners for the purpose above indicated, and specifying the several points which it will be your duty to investigate and report upon. In regard to the first of these points it is necessary, in passing, to acquaint you that by no act of Her Majesty's Government has any countenance ever been given to Sir James Brooke's assumption of independence, and that his possession of Sarawak has never been considered otherwise than as a private grant bestowed by a foreign Sovereign upon a British subject. The other heads of inquiry call for no remark.

3. An Ordinance has been passed by the Lieutenant-Governor and the Legislative Council of Labuan to facilitate your proceedings within the jurisdiction of that island, and an Order in Council will have been issued by Her Majesty for conferring on you the necessary powers for the discharge of your functions within the territories of the Sultan of Borneo. An Act will also be passed, as soon as possible, by the Legislative Council of India, for the purpose of giving you power and authority to examine and compel the attendance of witnesses, &c., within the Settlements of Prince of Wales' Island, Singapore and Malacca.

4. Measures having thus been taken for enabling you legally to exercise your functions under the Commission of the Governor-General in Council, within all those localities which you are likely to be called upon by your duty to visit, I am desired to request that, after fixing the date of your first intended meeting, and giving notice thereof to the authorities at Singapore, you will proceed, as soon as may be convenient, to the place named, and there commence upon the duties entrusted to you by the Commission. Singapore is recommended by the facility which, as the centre of the trade with the Eastern Archipelago, it affords for the collection of evidence bearing on British commercial interests. You will be pleased to give the earliest intimation of the period so fixed by you for opening the Commission to Sir James Brooke, and you will invite him to

attend, and afford him every facility for so doing. To this end the Admiral commanding on the station will have received instructions from Her Majesty's Government to place at your disposal such naval means of transport as you may require, either for yourselves or for the conveyance of persons who may have to attend the inquiry as witnesses or otherwise.

5. After thus opening the Commission at Singapore you will hold meetings at any place or places within the Straits Settlements or elsewhere as may seem to you best adapted for the purposes of the inquiry specified in the inclosed Commission, and you will continue to do so until that inquiry shall be completed, giving reasonable public notice of every adjournment which you may direct, and of the time and place of meeting thereafter.

6. As soon as you consider that you are in possession of all the requisite information on the several points to which your attention is directed in the inclosed deed of appointment, you will make a full report to the Governor-General in Council upon the several matters submitted to you, and close the Commission.

7. I am directed to inclose for your information the following papers as communicated by the Right Honourable the Earl of Clarendon to the President of the Board of Commissioners for the Affairs of India, and as received with the despatch of the Honourable Court of Directors above cited, viz. :—

1st. One volume of papers, containing, first, a confidentially printed copy of the correspondence which passed previous to the appointment of Sir James Brooke, and, secondly, copies of the several papers and documents relating to this matter, which have at various times been presented to Parliament.

2ndly. Copies in manuscript of three letters from Sir James Brooke to the address of the Right Honourable the Earl of Clarendon, from which you will see that he is desirous, by every means in his power, to further the objects of the inquiry, together with copies of certain documents which Sir James Brooke, in his letter dated the 2nd April, states that he wishes to be in possession of the Commissioners, and which are not included in the other printed papers herewith transmitted.

3rdly. A printed copy of a letter from Mr. Hume, together with three volumes of papers annexed to it, containing his charges against Sir James Brooke, and the points to which he considers that the inquiry should be directed.

8. I am further instructed to transmit herewith copies of a letter addressed under date the 30th September, 1853, to the Most Noble the Governor-General of India by Sir James Brooke, and of the reply of his Lordship in Council, and to acquaint you that the seven volumes of "Hansard" specified by Sir James Brooke are not procurable here. The Court of Directors were, however, requested in a letter from this Government dated the 3rd December last, to supply the books in question if they thought proper, and to send them direct to Singapore, where they will probably have been received before your arrival there. If this should not be the case, you will be good enough to intimate the fact to this office, when the copies thereof that are in the Government library will be transmitted for your use, on the understanding that, as soon as the Commission is closed, they will be restored.

9. Lastly, the Governor-General in Council desires me to inform you that a copy of the Commission will be forwarded forthwith to the Governor of the Straits Settlements, with a request that he will take means to provide competent interpreters to accompany you, and that he will otherwise, as may be found necessary or expedient, use his authority to facilitate your proceedings in execution of the duty which it has been the pleasure of his Lordship in Council to confide to you.

I have, &c.
(Signed) G. F. EDMONSTONE.

I, Charles Robert Prinsep, do swear that I will truly and faithfully, according to the best of my knowledge and judgment, execute the powers and trusts vested in me by the Governor-General of India in Council, by a Commission bearing date the seventh day of July, in the year of Our Lord one thousand eight hundred and fifty-four, and by Act No. XV of 1854. So help me God.

(Signed) C. R. PRINSEP.

I, Humphrey Bohun Devereux, do swear that I will truly and faithfully, according to the best of my knowledge and judgment, execute the powers and trusts vested in me by the Governor-General of India in Council, by a Commission bearing date the seventh day of July, one thousand eight hundred and fifty-four, and by Act No. XV of 1854. So help me God.

(Signed) H. B. DEVEREUX.

Sworn by Charles Robert Prinsep and Humphry Bohun Devereux respectively, before me, Laurence Peel, Knight, Chief Justice of Her Majesty's Supreme Court of Judicature at Fort William, in Bengal, this 7th day of August, in the year of Our Lord 1854.

(Signed) LAURENCE PEEL.

I certify this to be a true copy.

(Signed) LAURENCE PEEL, *Chief Justice.*

LABUAN.

Anno Decimo Septimo Victoria Regina.

Ordinance No. 2 *of* 1853.

Enacted by the Lieutenant-Governor and Legislative Council of the Island of Labuan.

Title. An Ordinance to facilitate, within the Island of Labuan and its Dependencies, the proceedings of a Commission nominated and appointed to inquire into certain matters connected with the position of Sir James Brooke, K.C.B., at present Her Majesty's Commissioner and Consul-General in Borneo.

Preamble. Whereas, Her Majesty's Government has empowered the Governor-General of India to nominate a Commission, consisting of two or more certain persons, to inquire into certain matters connected with the position of Sir James Brooke, K.C.B., at present Her Majesty's Commissioner and Consul-General in Borneo, and whereas it is expedient that such Commission should be invested with certain legal powers within the Island of Labuan and its Dependencies;

Power to send for persons and papers. I. Be it therefore enacted and ordered by the Lieutenant-Governor of the said Settlement of Labuan, with the advice of the Legislative Council thereof, That it shall be lawful for the Commission nominated as aforesaid, within the said Island of Labuan and its Dependencies, by summons under their hands or under the hand of any one of them, to require the attendance before them at a time and place to be mentioned in the summons, of any person or persons whomsoever whose evidence shall, in the judgment of the said Commissioners, be material to the subject matter of inquiry, and to require all persons to bring before them such books, papers, deeds, and writings, as to the said Commissioners shall appear necessary for arriving at the truth of the matters directed to be inquired into by them; all which persons shall attend the said Commissioners, and shall produce such books, papers, deeds, and writings, as shall be required of them, and which shall be in their custody and control, according to the tenour of the summons; Provided always that no person shall be compellable to answer any question, or to produce any book, paper, deed, or writing, the answer to which or the production of which may criminate, or tend to criminate, such person, or to expose such person to any pains or penalties.

2. And be it further enacted and ordained, That as it may appear to the said Commissioners desirable to examine as witnesses several persons touching the things directed to be inquired into, the evidence of which persons may tend to expose them to penal consequences; every person who shall be examined as a witness and give evidence before the said Commissioners, and who shall upon such examination make a true discovery to the best of his or her knowledge touching all things to which he or she shall be so examined, shall be freed from all penal actions, forfeitures, punishments, disabilities, and incapacities, and all criminal prosecutions to which he or she may have been or may become liable or subject, at the suit of Her Majesty, her heirs or successors, or any other person, for anything done by such person or persons in respect of such acts.

Persons implicated in certain acts who may be examined and make a faithful discovery, indemnified.

3. Provided always and be it further enacted and ordained, That where any witnesses shall be so examined as aforesaid, such witnesses shall not be indemnified under this Ordinance, unless he or she shall receive from the said Commissioners a certificate in writing under their hands stating that such witnesses has upon his or her examination made a true disclosure touching all writings to which he or she has been so examined.

Witnesses examined not to be indemnified unless they have a certificate from the Commissioner.

4. And be it further enacted and ordained, That it shall be lawful for the said Commissioners, or one of them, to administer an oath, or, in the case of persons allowed by law to make affirmation instead of making an oath, an affirmation, to all persons who shall be examined before them touching the things directed to be inquired into by them.

Commissioners to examine on oath.

5. And be it further enacted and ordained, That if any person upon whom such summons shall be served by the delivery thereof at his or her usual place of abode, shall, without reasonable cause (to be allowed by the said Commissioners), fail to appear before them at the time and place mentioned in the summons, or shall refuse to be sworn or make affirmation (as the case may be), or shall not make answer to such questions as shall be put to him or her touching the matters directed to be inquired into by the said Commissioners, or shall refuse or fail, without reasonable cause (to be allowed by the said Commissioners), to produce or show to the said Commissioners any such papers, books, deeds, or writings being in their possession or under their control, as to the said Commissioners shall appear necessary for arriving at the truth of the things directed to be inquired into by them, the said Commissioners shall have the same powers in all respects touching any such person so failing to appear, or refusing to be sworn or to make affirmation, or not answering such questions as shall be put to him or her, or refusing to produce any such books, papers, deeds, or writings aforesaid, as the General Court in this island may by law exercise against any person for making default of appearance, or for refusing to be sworn or give evidence on any issue joined in any action depending in such Court.

Penalty for non-attendance or refusing to give evidence.

6. And be it further enacted and ordained, That every person who, upon examination upon oath or affirmation before the said Commissioners, shall wilfully give false evidence, shall be liable to the pains and penalties of perjury.

Penalty for false swearing.

7. And be it further enacted and ordained, That no action shall be brought against the said Commissioners, or any other person or persons whomsoever, for anything done in the execution of this Ordinance, unless such action be brought within six calendar months next after the doing of such thing.

Limitation of actions.

8. And be it further enacted and ordained, That this Ordinance shall come into operation from and after the 1st day of December, 1853.

Ordinance, when to come into operation.

(Signed) J. SCOTT, *Lieutenant-Governor.*

Passed the Legislative Council, this 14th day of November, 1853.

(Signed) A. K. COCHRAN, *Clerk to the Council.*

At the Court at Buckingham Palace, the 11th day of August, 1854.

PRESENT:

The Queen's Most Excellent Majesty in Council.

Whereas Her Majesty has deemed it expedient to direct that certain inquiries should be made as to whether the position of Sir James Brooke, K.C.B., at Sarawak, as Rajah, and as a holder of territory, and a trader in the produce of that territory, is compatible with his character of a British subject, and with his duties as Commissioner and Consul-General, to promote the general trade of other British subjects: also, as to accusations against Sir James Brooke by British subjects (whether in their private or their corporate capacity), that he has sought to injure their interests in order to promote his own; and further, as to the relations of Sir James Brooke with the native tribes on the north-west coast of Borneo, and the grounds on which, taking into view the recent operations on that coast, Sir James Brooke would be justified in calling for the aid of Her Majesty's Naval Forces for the punishment of such tribes as piratical;

And whereas it may be necessary that such inquiries should be prosecuted within the dominions of the Sultan of Borneo;

And whereas by a certain Act passed in the sixth and seventh years of Her Majesty's reign, intituled "An Act to remove doubts as to the exercise of power and jurisdiction by Her Majesty within divers Countries and Places out of Her Majesty's Dominions, and to render the same more effectual," it was, among other things, enacted, that it should be lawful for Her Majesty to hold, exercise, and enjoy any powers and jurisdiction which Her Majesty now hath, or may at any time hereafter have, within any country or place out of Her Majesty's dominions, in the same and as ample a manner as if Her Majesty had acquired such jurisdiction by the cession or conquest of territory;

And whereas by an Additional Article to the Treaty concluded on the 27th of May, 1847, between Her Majesty on the one part, and the Sultan of Borneo on the other part, Her Majesty hath power and jurisdiction over British subjects with the dominions of the Sultan of Borneo;

And whereas Charles Robert Prinsep, Esquire, Advocate-General of the East India Company at Calcutta, and the Honourable Henry Bohun Devereux, of the Civil Service of the said Company, in the Presidency of Bengal, have been appointed to act as Commissioners in conducting such inquiries;

Now therefore, in pursuance of the Act of the sixth and seventh Victoria, giving Her Majesty power and jurisdiction within any country or place out of the British dominions, and in accordance with the power and jurisdiction within the territories of the Sultan of Borneo, vested in Her Majesty under the said Treaty with the Sultan, Her Majesty is pleased, with the advice of her Privy Council, to order, and doth hereby order, that each of the said Commissioners shall, before beginning to act in execution of their duties, under this Order, take and subscribe before some justice of the peace or other person duly qualified, the following oath (that is to say):

"I, , do swear that I will truly and faithfully, according to the best of my knowledge and judgment, execute the powers and trusts vested in me as Commissioner by the Order of Her Majesty in Council, of the 11th of August, 1854, for making certain inquiries with respect to Sir James Brooke.

"So help me God."

And whereas Her Majesty has been pleased to direct that the Most Noble the Marquis of Dalhousie, &c., shall forthwith prepare detailed instructions for the guidance of the said Commissioners as to the matters to be inquired into, it is hereby further ordered that the said Commissioners shall, by all lawful ways and means, as to them shall appear best, with a view to the discovery of the truth, inquire into such matters as shall be pointed out to them in the said instructions; and that the said Commissioners shall report to Her Majesty the evidence which shall be taken by them, and what they shall find concerning the premises.

And it is further ordered, that it shall be lawful for the said Commissioners by a summons under their hands, or under the hands of one of them, to require the attendance before them, at a time and place to be mentionedin the summons, of any person or persons within the dominions of the Sultan of Borneo, being British subjects, whose evidence shall, in the judgment of the said Commissioners, be material in the subject matter of inquiry directed by this Order; and to require all persons, being British subjects, to bring before them such books, papers, deeds, and writings as to the said Commissioners shall appear necessary for arriving at the truth of the matters directed to be inquired into by them, under the instructions to be issued to them by the Most Noble the Marquis of Dalhousie, and which might, by the rules and practice of the courts of law or equity in England, be required to be produced by persons in England in any action, suit, or proceeding; all which persons shall attend the said Commissioners, and shall produce such books, papers, deeds, and writings as shall be required of them, and which shall be in their custody and control, according to the tenour of the summons.

And whereas it may appear to the said Commissioners desirable to examine as witnesses several persons touching the matters directed to be inquired into, the evidence of which persons may tend to expose them to penal consequences, it is, therefore, further ordered that for the more effectual prosecution of the proposed inquiry, every person who has been engaged in the matters to which this inquiry relates, or who shall be examined as a witness and give evidence before the said Commissioners touching such matters, and who shall, upon such examination, make a true discovery to the best of his or her knowledge touching all things as to which he or she shall be so examined, shall, within the dominions of the Sultan of Borneo, be freed from all penal actions, forfeitures, punishments, disabilities, and incapacities, and all criminal prosecution to which he or she may have been or may become liable or subject at the suit of Her Majesty, her heirs or successors, or any other person, for anything done by such person or persons in respect of such matters.

And it is further ordered, that it shall be lawful for the said Commissioners, or one of them, to administer an oath, or, in the case of persons allowed by law to make affirmation instead of an oath, an affirmation, to all persons who shall be examined before them touching the matters directed to be inquired into by them under the instructions to be issued to them by the Most Noble the Marquis of Dalhousie, or under this Order.

And it is ordered that all witnesses who shall be examined by the Commissioners, and all evidence which shall be taken by them touching any of the matters directed to be inquired into, shall be examined and taken respectively in the presence of the said Sir James Brooke, his counsel and agent, if so desired by him; and the said Sir James Brooke, his counsel or agent, shall be at liberty to cross-examine any of such witnesses.

And it is further ordered that the said Commissioners shall, before entering on the investigation of any of the matters pointed out to them in their said instructions, from time to time deliver to the said Sir James Brooke a statement in writing of the matter or matters which will form the subject of such inquiry or inquiries, and that fourteen days shall elapse between the delivery of each such statement and the commencement of the inquiry as to the subject or subjects therein referred to; and that if the said Sir James Brooke shall, at any time before or during any such inquiry, state to the Commissioners in writing the name or names of any person or persons, being British subjects within the dominions of the Sultan of Borneo, whom he believes to be able to give important evidence on his behalf touching such matter or matters as aforesaid, and shall specify the nature of such evidence, the Commissioners shall, in manner aforesaid, summon such person or persons to attend before them and give evidence on the subject matters of the inquiry, and shall also require the production of all such papers, books, deeds, or writings, being in the possession of any British subject within the dominions of the Sultan of Borneo, as shall in any affidavit or declaration on oath, made by or on behalf of the said Sir James Brooke, be specified and stated to be necessary for arriving at the truth of the matters directed to be inquired into, or any of them, and which might by the rules and practice of the courts of law or equity in England be required to be produced in any action, suit, or other proceeding.

And it is further ordered that every person who, upon examination upon

oath or affirmation before the said Commissioners of Inquiry, shall wilfully give false evidence, shall be liable to the pains and penalties of perjury.

And it is further ordered that, one month before entering on the said inquiries, the said Commissioners shall furnish to the said Sir James Brooke a copy of this Order.

And it is further ordered, that this Order shall take effect from and after the date thereof.

And the Right Honourable the Earl of Clarendon, one of Her Majesty's Principal Secretaries of State, and the Commissioners for the Affairs of India, are to give the necessary directions herein, as to each may respectively appertain.

(Signed) C. C. GREVILLE.

The Secretary to the Government of India to Messrs. Prinsep and Devereux.

Sirs, *Fort William, October* 17, 1854.

I am directed by the Most Noble the Governor-General in Council to transmit for your information and guidance the inclosed copy of a letter from the Board of Commissioners for the Affairs of India, dated 23rd August last, together with two printed copies of an Order passed by Her Majesty in Council on the 11th idem, connected with the inquiry in which you are engaged with regard to Sir James Brooke.

I have, &c.

(Signed) G. F. EDMONSTONE.

Messrs. Prinsep and Devereux to the Secretary to the Government of India.

Sir, *Singapore, September* 11, 1854.

On our arrival at Singapore, 27th ultimo, we made inquiries for the despatch and documents expected from the home authorities, and which we trusted to find here upon our arrival, but no despatch or communication of any kind was found to have reached Singapore, or to be waiting our arrival; we, therefore, think it right to apprize you, per steamer "Berenice," of their non-receipt, in order that you may, if it be deemed necessary, forward to us, by an early opportunity, the Parliamentary Papers required by Sir James Brooke (seven volumes of Hansard) and which in yours of 7th July last are stated to be available.

We think it proper to add that the Commission we are charged with was opened this morning, being the date previously advertized by the authorities of this place, but which was necessarily adjourned till Thursday next, no party appearing to be ready to proceed, notwithstanding the ample time given for preparation.

We have, &c.

(Signed) C. R. PRINSEP.
H. B. DEVEREUX.

September 14.

Owing to the "Berenice" having been detained, we are enabled to add that the English mail has arrived, and we are still without the looked-for documents, or any communication direct from England.

The Secretary to the Government of India to Messrs. Prinsep and Devereux.

Sirs, *Fort William, October* 13, 1854.

I am directed by the Governor-General in Council to acknowledge the receipt of your letter dated the 11th ultimo, and in reply to acquaint you that the books referred to by you are forwarded by this opportunity in a tin case to your address.

I have, &c.

(Signed) G. F. EDMONSTONE.

Mr. Leach to Sir James C. Melvill.

Sir, *India Board, August* 23, 1854.

With reference to the letter which the President of the Board of Commissioners for the Affairs of India addressed to the Chairman and Deputy-Chairman of the East India Company, on the 6th April last, as to the appointment of Charles Robert Prinsep, Esq., the Company's Advocate-General at Calcutta, and the Honourable Humphrey Bohun Devereux, of the Bengal Civil Service, to be Commissioners for conducting the inquiry which is to be instituted with regard to Sir James Brooke, Her Majesty's Consul-General and Commissioner in Borneo, I am desired by this Board to transmit to you twelve printed copies of an Order in Council passed by Her Majesty on the 11th instant, in relation to the said inquiry; and I have to request that you will move the Court to cause the said Order in Council to be forwarded to India by the mail of the 25th instant.

I am, &c.
(Signed) W. LEACH.

Sir James Brooke to the Governor-General of India.

My Lord, *Sarawak, September* 30, 1853.

I have received through a private channel the instructions issued by the Earl of Clarendon for your Lordship's guidance in appointing a Commission of Inquiry into my position and conduct.

As it will probably take me some time to consider the voluminous documents forwarded to your Lordship in support of Mr. Hume's charges, it may be a convenience to the public service to send me the charges themselves, with the three volumes of papers referred to in the last paragraph of Lord Clarendon's despatch.

I claim, likewise, as an act of justice, a list of the witnesses who are to support the charges and assertions advanced by Mr. Hume; as I conclude, on the principle of English equity, that no charges can be made, and evidence subsequently sought for.

I entertain a sincere desire to advance the inquiry, but nevertheless I may request your Lordship to ascertain whether the instructions of Lord Clarendon are in accordance with the recorded declarations of the Earl of Aberdeen, Viscount Palmerston, and Mr. Gladstone, the acts of the late Sir Robert Peel, or the testimony which Earl Grey will offer when called upon for his evidence.

I may add, likewise, that I should wish the Commission to be furnished with the volumes of Hansard of the sessions of 1848, 1849, 1850, 1851, 1852, and 1853, as I may not be able to procure them in Singapore, and must refer largely to them in my defence.

I have, &c.
(Signed) J. BROOKE.

The Officiating Secretary to the Government of India to Sir James Brooke.

Sir, *Fort William, November* 30, 1853.

I have the honour to acknowledge the receipt of your despatch dated the 30th September last, wherein you make the following requests relative to the Commission of Inquiry which the Governor-General in Council has been directed to nominate, with reference to your position and conduct.

2. You request, first, that the Government of India will send you "the charges themselves, with the three volumes of papers referred to in the last paragraph of Lord Clarendon's despatch."

Secondly. That you may receive "a list of the witnesses who are to support the charges."

Thirdly. That the Government of India will "ascertain whether the instructions of Lord Clarendon are in accordance with the recorded declarations of the Earl of Aberdeen," and others whom you name.

Fourthly. That the Commission may be furnished "with the volumes of Hansard of the sessions of 1848, 1849, 1850, 1851, 1852, and 1853."

3. The Governor-General in Council entertains every desire to facilitate the defence to which you refer; but it is not in the power of the Government of India to comply with the several requests you have made.

The duty of the Government of India in this matter is wholly ministerial, and is confined to the nomination of the Commission for the approval of Her Majesty's Government, and to the measures necessary for setting the Commission in motion.

4. A reference to the despatch of the Earl of Clarendon will show that the three volumes of papers mentioned in the concluding paragraph are intended for the Commissioners, to whom they must be delivered.

The list of witnesses is not in the possession of the Government of India, and is a matter which belongs to the jurisdiction of the Commission to be appointed by Her Majesty's Government.

Your third request applies to the merits of the case under inquiry, and it is not within the competency of the Government of India to comply with it.

Lastly, the Government of India has not the means of supplying the volumes of Hansard, having no copy but that in its own library. A reference will, however, be made to the Honourable the Court of Directors, who will be requested, if they think proper, to supply the books from England, and to send them direct to Singapore.

5. You will be informed, at the earliest possible date, of the appointment of the Commission, and of its future proceedings.

I have, &c.

(Signed) J. P. GRANT.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

1.—*Belfast and County Down Railway (Lines to Downpatrick and Donaghadee, and to Bangor and Ballynahinch) Bill.*

The objects of this Bill are to enable the Company to construct,—

1. A Railway, proceeding from the Belfast and County Down Railway, near the Station at Comber, to Downpatrick, 19 miles in length.

2. A Railway, proceeding from the Newtownards Branch at Newtownards, to the Quays at Donaghadee, 9 ¾ miles.

3. A Branch, proceeding out of No. 2 (last described) at a point adjoining the Road from Conlig to Ballgrainey, and terminating on the Quay of Bangor, in Belfast Lough, 2 ⅝ miles.

4. A Railway, commencing by a junction with No. 1 line of Railway, in the townland of Leggygowan, and terminating in the townland of Ballynahinch, 3 ½ miles in length.

Their Lordships did not consider a local inquiry necessary in this case; the only interferences with the Admiralty jurisdiction being, first, a crossing of the River Quoill, near Downpatrick; secondly, the termination of the Railway on the Quay or Pier at Donaghadee; and, thirdly, the termination of the Branch on the Quay at Bangor.

Their Lordships must require that the working drawings of the railway crossing of the Quoill be subject to the Admiralty approval, and that the Viaduct be only constructed in conformity with such plans as their Lordships shall approve of.

2dly. That the termination of the Railways at Donaghadee and Bangor shall in nowise interfere with the Quays or approaches to them, except with the sanction of their Lordships.

These lines of Railway appear to be well adapted to improve the communication and trade of the county, particularly the Branch to Donaghadee, which it is hoped may lead to a renewal of the packet communication between Donaghadee and Portpatrick.

Admiralty, 6 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[1.—Belfast and County Down Railway (Lines to Downpatrick and Donaghadee, and to Bangor and Ballynahinch) Bill.]

(*Presented to Parliament by Her Majesty's Command.*)

Ordered, by The House of Commons, *to be Printed,*
8 *March* 1855.

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

2.—*Carlisle and Silloth Bay Railway and Dock Company Bill.*

The objects of this Bill are:

1. To construct a Railway (12¾ miles in length) proceeding from the Port Carlisle Railway, about 300 yards eastwards of Drumburgh Causeway Bridge, in the parish of Bowness, and terminating at a Dock proposed to be constructed near the Coat Lighthouse at Silloth Bay.

2. To construct a Dock near Silloth Bay, about 1,500 feet south-west of the Coat Lighthouse, to be furnished with gates opening outwards and inwards.

3. From the west side of the entrance to the proposed Dock, to construct a Pier or Jetty, on piles, projecting seaward 710 feet within high-water mark, and having four feet water at the Pier head at time of low-water.

Their Lordships did not consider a local inquiry necessary in this case. As regards the Railway, it crosses two tidal waters in its progress, viz., the Wampool and the Waver, and their Lordships will require that these crossings be made according to such plans and sections, and of such materials, as the Lords of the Admiralty may approve of, and not otherwise.

As regards the Dock and its entrance, and the proposed Jetty near the Dock entrance, near Silloth Bay, their Lordships are not of opinion that the interference below high-water mark will be injurious to navigation; but their Lordships must require that the plan and section, and the material of the Jetty, and of the outside works of the Docks be submitted to the approval of the Admiralty, and be only carried out in conformity with plans so approved.

With these restrictions, their Lordships consent to the Bill.

Admiralty, 6 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[2.—Carlisle and Silloth Bay Railway and Dock Company Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
8 *March* 1855.

110—(2).

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

3.—*Carmarthen and Cardigan Railway (Deviations, Abandonment, and Amendment) Bill.*

An Act of Parliament was obtained in the last Session of Parliament for making and maintaining a Line of Railway from the South Wales Railway, at or near the borough of Carmarthen, to the town of Newcastle Emlyn; and the objects of the present Bill, as regards works, are to authorise two proposed deviations from the Line then sanctioned by Parliament:—

1. A deviation near the borough of Carmarthen, $2\frac{3}{4}$ miles in length.

2. A deviation of about two miles in length from the Line of last Session, in the parish of Llanfihangel, or Arth.

The first of these deviations appears to be an improvement, as far as the water is concerned, as it avoids crossing the River Towy; and the second deviation is quite unobjectionable.

Their Lordships did not direct any local inquiry into this case; but it is perceived, that near the borough of Carmarthen the limits of deviation, over a distance of about 260 feet, extend into the bed of the River Towy, and their Lordships require that a clause be inserted in the Bill, to the effect that no works be constructed within the bed of the river, or on its banks, without the express sanction of the Lords Commissioners of the Admiralty.

Admiralty, 6 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[3.—Carmarthen and Cardigan Railway (Deviations, Abandonment, and Amendment) Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
8 *March* 1855.

110—(3.)

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the ADMIRALTY, under Act 14 & 15 Vict. c. 49.

4.—*Cork and Youghal Railway Bill* (*Extension to Youghal, Branch to Queenstown, Alteration of Line, Additional Capital, and Amendment of Acts*).

THE objects of this Bill, as regards works, are as follows:

1. An Extension from the authorised Eastern Terminus near Youghal, to the shore of Youghal Bay, in the townland of Williamstown, being a distance of about one mile.

The above extension appears a useful measure for the trading interests of Youghal, and does not interfere with their Lordships' jurisdiction, except where the limits of deviation pass within the line of high-water mark; and it is therefore required that no works within the reach of the tides be undertaken without the sanction of the Lords Commissioners of the Admiralty.

2. A deviation of the authorised line of way of last year, 7¼ miles in length, commencing in the townland of Clashduff, and terminating in the townland of Burgess Lower.

This proposed deviation line does not interfere with their Lordships' jurisdiction.

3. A Branch Railway proceeding from the main line at or near Towreen Lodge, in the townland of Johnstown, and terminating near to the Middleton Quay at Queenstown, a distance of about 5¼ miles.

The above-mentioned Branch line passes to a great extent below the line of high-water mark, and across foreshores and channels.

Shortly after leaving the main line this Branch crosses the channel and creek interposed between the main land and Harper's Island, a distance of about half a mile; secondly, it crosses the estuary and channel lying between Harper's Island and Foaty Island, being a distance of about a quarter of a mile; and thirdly, it crosses the channel and estuary lying between Foaty Island and Great Island near Belvilly Point, a distance of about half a mile. These several interferences extend over foreshore and waterways for an entire distance of 1¼ miles.

From Bellvilly Point the line of way skirts the western shore of Great Island, to the Ferry which crosses to Monkstown; the Branch then proceeds eastward, near the shore to Middleton Quay at Queenstown.

The above Branch will no doubt prove a great convenience to the Admiralty establishments at Queenstown, and to that town generally.

It is, however, important where such large interferences with shores, and foreshores and channels are proposed, that such restrictions and conditions

should be applied as the safety and convenience of navigation and the public may require; and, with reference to the Branch line to Queenstown, their Lordships will require:

1. That where the limits of deviation extend into the tideway, no deviation, seaward or outward, beyond the black continuous centre line of way be carried out without the consent of the Admiralty.

2. That the Railway Company shall not claim any exclusive right of water frontage, either where the line crosses a creek or where it skirts the shore, but only such frontage as the Railway may require for its own objects; leaving any other parties, properly qualified, to construct quays and wharfs to seaward of the Railway, upon obtaining the assent of the Admiralty, and owners of the soil.

3. That where the line of Railway interposes itself for so great a distance, cutting off access between land and water, all such crossings over, under, or across the Railway be provided, as their Lordships shall from time to time require, in order to give free access to and from the water.

4. That the headways and waterways of viaducts across creeks and channels be subject to the Admiralty approval, and be only constructed in such manner and of such materials as their Lordships shall approve of.

5. That such opening or drawbridges shall be constructed as the Admiralty may deem necessary at the crossings from Foaty Island to Harper's Island, and from Foaty to Great Island.

With clauses to carry out these objects, their Lordships will assent to the Bill.

Admiralty, 6 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[4.—Cork and Youghal Railway Bill (Extension to Youghal, Branch to Queenstown, Alteration of Line, Additional Capital, and Amendment of Acts).]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
8 *March* 1855.

110—(4).

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

5.—*Glasgow, Dumbarton, and Helensburgh Railway Bill.*

The objects of the Promoters of this Bill, as far as they relate to Works, are:

1. The construction of a Railway proceeding out of the Edinburgh and Glasgow Railway near Cowlairs, crossing the Forth and Clyde Canal, and thence running nearly parallel to the Canal, to the termination of the same at Bowling Bay, in the Estuary of the Clyde, at which place the proposed Railway forms a Junction with the Caledonian and Dumbartonshire Railway; the entire length being 10 $\frac{5}{8}$ miles.

The only interference with tidal or navigable waters, by this Line, are the crossing of the Canal above-mentioned, which it is presumed will be subject to the approval of the Navigation Company, and a crossing of the River Kelvin, which seems amply provided for in the Bill.

2. A Railway proceeding from the Caledonian and Dumbartonshire Railway, near Dalreoch Station, and terminating in the town of Helensburgh; length 7 $\frac{3}{4}$ miles.

This line of Railway runs parallel to the shore of the Firth of Clyde; the centre line ofway passes in two places below high-water mark, while the sea ward limits of deviation extend for a considerable distance below the same.

Their Lordships therefore require—

1. That where the limits of deviation extend into the tideway, no line of way be constructed seaward of the continuous centre line, as shown on the deposited Plans, without the consent of the Admiralty.

2. That the line of Railway, where it approaches very near to the shore or within the tideway, shall not confer upon the Company any exclusive right to the entire water frontage, but only to so much of it as may be required for the purposes of the Railway Company, so that other parties may construct Quays and Wharfs, &c., on the seaward side of the Railway, with the previous sanction of the Admiralty and owners of the soil.

3. That, under the circumstances of a Railway running parallel with and near to the shore, it is required that such crossings as from time to time the Admiralty may require, over, under, or on a level with the line, be provided, so as to afford access to the shore by the public.

Admiralty, 6 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[5.—Glasgow, Dumbarton, and Helensburgh Railway Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
8 *March* 1855.

110—(5).

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

6.—*Stockton and Darlington Railway Bill* (*New Branches, Deviations of Roads, Additional Lands, &c. &c.*)

The objects of the Bill, as far as they relate to Works, consist of various Junctions and Branch Railways, but which do not interfere with the Admiralty jurisdiction.

Of the additional lands proposed to be acquired by the Company, the parcel in the township of Ormsby, at Cleveland Port, extend partly below high-water mark, but as it does not appear that the reclamation of such land will prove any injury to navigation, the Lords Commissioners of the Admiralty assent to the Bill.

Admiralty, 6 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[6.—Stockton and Darlington Railway Bill (New Branches, Deviations of Roads, Additional Lands, &c. &c.)]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
8 *March* 1855.

110—(6).

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

7.—*Swansea Vale Railway Bill.*

The objects of the Promoters of this Bill, as far as they relate to Works, are described in the 36th section thereof; viz.,

1. An extension of the existing Railway to a point near the commencement of the New Cut, in Fabian's Bay, six chains in length.

2. The construction of a Branch Railway, proceeding from the existing line at Pentreguinea, on the east bank of the New Cut, crossing the New Cut, and terminating at a point about 60 yards below the Pottery Bridge.

The 52d, 53d, 54th, 55th, 56th, 57th, and 61st sections of the Bill have provided for the safety and convenience of navigation; and the Lords Commissioners of the Admiralty have only to require that any deviation, riverward or seaward, of the black continuous centre line of way, as shown on the deposited plans, be subject to their Lordships' approval.

Admiralty, 6 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[7.—Swansea Vale Railway Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
8 *March* 1855.

100—(7).

LOCAL ACTS.

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the ADMIRALTY, under Act 14 & 15 Vict. c. 49.

8.—*Somerset Central Railway Bill.*

THE objects of the promoters of this Bill are to obtain powers to construct:

1. A Railway proceeding out of the Somerset Central Railway at Glastonbury and terminating at Wells—5½ miles.
2. A Railway proceeding out of the Somerset Central Railway, near where the line of way crosses the turnpike road leading from Bridgewater to Cross, and terminating at Burnham—1¼ miles.
3. A Branch from No. 2, at Burnham, to high-water mark, 1 furlong and 3 chains.
4. A Pier or Jetty 900 feet in length, in prolongation of No. 3 Branch, extending from high-water mark across the foreshore, to a little beyond low-water mark.

The Lords Commissioners of the Admiralty have no objection to the Railways above-mentioned, which appear to be well calculated for the public benefit, but their Lordships regret they cannot give their assent to the proposed Jetty, which, although it might prove very useful to Burnham, would, it is conceived, from the inquiries made, prove injurious and dangerous to the passing craft in the River Parrett. Their Lordships would not, however, object to a Pier on piles projecting 100 feet within high-water mark, or to laying down a paved way from thence to low-water mark, such paved way not to be raised more than 2 feet above the foreshore on which it is placed.

Admiralty, 12 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[8.—Somerset Central Railway Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
15 *March* 1855.

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the ADMIRALTY, under Act 14 & 15 Vict. c. 49.

9.—*Dundalk Harbour and Port Bill.*

THE objects of the Bill are :—

1. To repeal the present governing Act, and to substitute a new one, as provided for by the Bill.

2. To reclaim and embank land within the present entrance of the Harbour at Soldiers' Point, and to alter and straighten the present channel thence to Dundalk.

3. To run out to sea, from the present mouth of the Harbour, two guide walls or embankments three miles in length, across the foreshore, to fix the channel, and to reclaim the lands occupying the angular spaces formed by the said embankments, and the adjacent coast lines.

4. To extend the limits of the Port and Harbour seaward, to a line drawn from the extremity of Dunany Point on the south to Cooley Point on the north, about eight miles apart, and so to bring the whole of Dundalk Bay within the jurisdiction of the Commissioners, by a boundary line drawn about seven miles seaward of the present entrance at Soldiers' Point.

Lastly. The Commissioners take power to deepen, scour, regulate and manage, within the limits aforesaid, under the 8th section of the Bill.

The Commissioners are to be qualified for office under special clauses of the Bill, and the electors are to be possessed of qualifications to vote, and to have from one to four votes, agreeable to a scale of qualifications; the number of Commissioners to be 27, of whom the Lord of the Manor of Dundalk shall be one. Five Commissioners to retire each year, by a ballot of their own body, and five new Commissioners to be appointed by the electors.

As regards river and harbour works, it is observed that this Bill, like the Act which it is intended to supersede, proposes a large question as to reclamation of land, which by the powers of the Bill appears to amount to about 4,648 acres, or 7¼ square miles.

Previously to the passing of the Act now in force, it appears that the *Harbour Proper*, as occupying the *high water* space within the present entrance, at Soldiers' Point, up to Dundalk Bridge, contained an area of 908 acres, including the Ballymascanlan Creek, and it may be estimated that between eight and nine millions of cube yards of water now pass through the entrance four times a day, a circumstance which, no doubt, made and maintained the Harbour of Dundalk, such as it is. Under the existing Act, about 80 acres on the south side of the Harbour have been, or are, in the process of being reclaimed, and, with the exception of 118 acres to be left for the channel, it is proposed to reclaim the remainder, amounting to 710 acres, and receiving and returning each tide nearly seven millions of cube yards of water.

Their Lordships consider that such an encroachment on the water of the Inner Harbour might be fatal to it as a Port, and although assent will be

 given

given to the embankment on the south side of the Channel, now in progress, no sanction can be given by their Lordships to any further diminution of the tidal space within Soldiers' Point; on the other hand their Lordships see no objection to the enclosure and reclamation of the two angular spaces of foreshore outside of Soldiers' Point, and consisting of 1,900 acres, and 2,040 acres respectively.

Their Lordships have to require that detailed plans of all works below high water mark be subject to their approval, and that the works be only executed in conformity with such approval.

Their Lordships do not object to extending the limits of the Port, as proposed in the 8th section of the Bill, for the objects of piloting, buoying, and improving the Channels, but, with the exception of pilotage, their Lordships object to any tolls or rates being exacted on vessels not passing inward of the Bar Buoy.

As regards the Commissioners to be appointed for the management of the Harbour, and for carrying out the provisions of the Bill, it is considered that 27 is too large a number for effective action, and that a smaller body, not exceeding 12, would prove a more responsible and better working number, as modern practice has proved to be the case, and if this suggestion be adopted, it is further suggested that one-third of the body retire annually by rotation, but that these be eligible for re-election.

Their Lordships assent to the other provisions of the Bill, subject to the usual Admiralty Clauses being inserted therein, and provided that the 25th, 26th, and 50th sections of the Harbours, Docks, and Piers Clauses Act be not omitted as proposed in the third section of the Bill.

With the above-named restrictions and recommendations, their Lordships assent to the Bill.

Admiralty, 12 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[9.—Dundalk Harbour and Port Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
15 *March* 1855.

110—(9).

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the ADMIRALTY, under Act 14 & 15 Vict. c. 49.

10.—*Sunderland Dock Bill.*

THE objects of this Bill are to take powers, *inter alia* :—

1. To repeal the Acts of 1846, 1849, and 1853, and to consolidate and amend their provisions under the powers of the Bill.
2. To raise further capital, by the creation of new shares and by borrowing; viz. by new shares, 112,000*l.*: and by borrowing, 37,500*l.*
3. To complete works under the 9th section of the Bill.
4. To cause the water of the sea and River Wear to flow and proceed to, or be diverted into the Docks which have been, or shall be constructed, &c. &c., under the 61st section of the Bill.
5. To construct a Graving Dock and Graving Slip, under the 59th section of the Bill.
6. To construct, alter, repair, and maintain, on the sea-shore, extending in a south-west direction from the Wet Dock, between high and low water marks, and beyond the same, such Groynes or Jetties as the Company shall deem expedient, under the 62d section of the Bill.
7. To continue the power to the River Wear Commissioners (acting under 11th Geo. 4) to receive rates on vessels and on coals entering the Docks from the River Wear, but discontinuing such rates on vessels, &c. entering the Docks from the sea entrance.

Under the third head (9th section of Bill), and so far as it relates to groynes, their Lordships are aware of the difference of opinion as to the action of the groynes constructed, or in process of construction, on the shore between the entrance to the River Wear and the sea entrance to the Docks; it having been alleged that the groynes have proved injurious to the entrance to the River: the Lords Commissioners of the Admiralty have therefore to require, that no further progress be made in the construction of the said groynes without the approval and sanction of their Lordships; and if an inspection and report be required on this or other works proposed, the Dock Company shall defray the expense of such inquiry.

Under the fourth head, and 61st section of the Bill, for supplying the Docks with water, either from the River Wear or from the sea, it is to be borne in mind that, in some respects, the Docks have created a second entrance to the River Wear, which, although a great boon to the passage of vessels, might be very injurious to the maintenance of the River navigation if large quantities of water were passed through the new entrance. Their Lordships therefore desire to guard against a passage of the water through the Docks for scouring purposes, and which might impair the strength of the stream through the Harbour.

Under the 6th head, or 62d section of the Bill, power is taken to construct groynes, &c., on the shore lying south-west of the Wet Docks. In regard to this and all other outward works visited by the tides, their Lordships require that the same be only constructed on such plans as the Lords Commissioners of the Admiralty shall approve of, and generally, that all the Admiralty Clauses, under the Acts proposed to be repealed, shall be re-enacted.

Under the 7th head, and 100th section of the Bill, it is sought to deprive the River Wear Commissioners of certain rates on vessels, &c., to which they were entitled under former Acts; but it is to be observed that the River Wear Commissioners have expended annually large sums of money on maintaining and improving the River, and in a very judicious manner; that the River Wear is one of the greatest shipbuilding ports in the United Kingdom; that in 1853, 153 vessels and 68,735 tons of shipping were built there; that shipbuilding is the staple of the place, and the basis of the prosperity of the town of Sunderland; and while every inducement should be given to improve the river, no measure of a contrary tendency should be sanctioned, and therefore that the means of improvement now in the hands of the River Commissioners be in no wise impaired.

Admiralty, 12 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

[10.—Sunderland Dock Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
15 *March* 1855.

110.—(10).

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the ADMIRALTY, under 14 & 15 Vict. c. 49.

11.—*East Kent Railway Bill.*

THE objects of the Bill are:

1. To liberate and make available, for the purposes of the Act, a sum of 50,550 *l.*, and the interest thereon, deposited with the Court of Chancery, under the provisions of the Act 9 Vict., c. 20.

2. To repeal the 30th and 48th clauses of the Company's Act of 1853.

As regards the liberation of the sum deposited by the Company with the Court of Chancery, although the Admiralty have no direct grounds of interference with the case, yet if the sum in question be necessary to accelerate and complete the Railway Bridge over the River Medway at Rochester, their Lordships earnestly desire that facility be given for the early completion of that Bridge on two accounts: First, the improvement of the navigation of the River Medway, which must be retarded until the bridge is complete. Secondly, as effecting the great step for connecting the Government establishments at Chatham by railway with the Metropolis, Deptford, and Woolwich.

As regards the proposed repeal of the 30th section of the Act, where it is provided that certain portions of the foundations and abutments of the Railway Bridge across the Medway, shall be completed within 12 months from the passing of the Act, and that the whole of the foundations for the piers and abutments of the bridge shall be completed, up to low water mark, within 18 months from the said period, their Lordships must require that the section be maintained; but they will agree that the time for completing the bridge shall date from the passing of the Bill of this year, instead of from the passing of the Act of 1853, thus giving the Company two years more time.

In the same manner, as regards Clause 48 of the Act, their Lordships must require it to stand part of the Bill, but will agree that the time of five years, for the completion of the Railway, date from the passing into law of the present Bill, instead of from the time of the passing of the Act of 1853.

Their Lordships further require, that all the Admiralty conditions and clauses under the Act of 1853 be left intact by the Bill, except as to the above mentioned clauses.

Lastly. The Lords Commissioners of the Admiralty earnestly recommend that the available capital of the Company, on the passing of the Bill, be applied in the first place, to the completion of the Railway from Strood to Chatham.

Admiralty, 12 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[11.—East Kent Railway Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
15 *March* 1855.

110—(11).

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

12.—*East of Fife Railway Bill.*

The objects of the Bill are to incorporate a Company with powers to construct a Railway according to plans deposited in the office at Cupar, of the principal Clerk of the County of Fife.

According to the plans referred to, the proposed Railway is to commence at the Town of Leven, by a junction with the Leven Railway, and thence pursuing a line nearly parallel with the coast, and terminating at Kilconquhar, being a total distance of seven miles and a small fraction.

On the above distance the Railway skirts the sea shore within a distance of bout 200 yards from it, and over an extent of about three and a half miles, viz.: from the first mile to the four and a half miles, and it is observed that the limits of deviation pass below high water mark over an extent of about one and three-quarters miles.

Where such large interferences with the shores and foreshores of the sea are contemplated, it is important that such conditions and restrictions be imposed as will preserve the use of the shore, and free access to it, for the benefit of the public, or those specially interested.

Their Lordships therefore require:—

1. That where the limits of deviation extend into the tideway, no deviation seaward or outward, beyond the black continuous centre line of way, shown on the Parliamentary plans, be carried out without the consent of the Admiralty.

2. That the Railway Company shall not claim any exclusive right of water frontage, either where the line crosses a creek, or where it skirts the water, but only such frontage as the railway may require for its own objects, leaving any other parties properly qualified to construct quays and wharfs to seaward of the railway, upon obtaining the assent of the Admiralty.

3. That where the line of railway interposes itself for so great a distance, cutting off access between land and water, all such crossings over, under, or across the railway be provided, as their Lordships shall from time to time require, in order to give free access to and from the water.

Lastly, their Lordships require that a plan of the crossing of the river at the head of Largo Harbour be subject to the approval of the Admiralty.

Admiralty, 12 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[12.—East of Fife Railway Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
15 *March* 1855.

110—(12).

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the ADMIRALTY, under Act 14 & 15 Vict. c. 49.

13.—*Stokes Bay and Isle of Wight Railway, Pier, and Telegraph Bill.*

THE objects of this Bill are as follows:

1. To construct a Railway connected by a double junction with the Gosport Branch of the London and South-Western Railway, near the Gosport station, and terminating on the shore of Stokes Bay, at or near high water mark; the whole length of way being a little more than one and a half miles.

2. To construct, in continuation of the said Railway, a Pier or Jetty extending below high water mark about 400 feet, in a line perpendicular to the shore, the platform of the Pier being about ten feet above the high water level of the sea.

3. The 47th section of the Bill gives power to the Company to establish and maintain a communication by Telegraph along the Railway and Pier, and across and under the sea, to such parts of the Isle of Wight as the Company may deem expedient, but for this work no capital appears to be provided.

There can be little doubt that a pier or jetty at Stokes Bay, connected by rail with the Gosport station, would afford useful communication between the main land and the Isle of Wight. The scheme seems, however, to have been rather hastily got up, and requires some special attention.

As regards the railway from the Gosport station to the shore of Stokes Bay, it is observed that it crosses two creeks of Portsmouth Harbour; 1st, the Oyster-Bed Lake, by a solid embankment about 200 feet in length, cutting off four acres of tide land, and leaving a passage for the water of only twenty-four feet wide, and only three feet headway between high water mark and the soffit of the bridge.

2. The railway crosses the Stokes Lake by a solid embankment, cutting off eight acres of tide land, and leaving a waterway similar to that already described at the Oyster-Bed Lake.

It is long since the Admiralty officers at Portsmouth, as well as those at the Admiralty, have come to an opinion that already too much of the tidal area had been abstracted from Portsmouth Harbour, and that no sanction for further abstraction be given; their Lordships can therefore only consent to the above crossings on the following conditions:—

That the entire length of the crossings of the two creeks be on open pile work, the piers being 30 feet apart, and that the soffit of the viaduct be not less than six feet above high water mark.

As regards the pier or jetty projecting into Stokes Bay, where the tidal action on the shore is so strongly marked, and where any interference with the line of shore might lead to serious changes, their Lordships can only assent to a pier or jetty built entirely upon open pile work.

Their Lordships will also require that the detailed plans of all works below high water mark be submitted to them for approval before their commencement, and that the works be only executed in accordance with such approval.

Admiralty, 12 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

[13.—Stokes Bay and Isle of Wight Railway, Pier, and Telegraph Bill]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
15 *March* 1855.

110—(13).

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

14.—*Fergus Estuary Reclamation Bill.*

The objects of this Bill are to empower the undertakers mentioned therein to enclose and reclaim from the sea certain slob or tide lands, situated on the north shore of the Shannon, in the county of Clare.

The only question affecting the Admiralty jurisdiction is, how far such reclamation may benefit or prejudice navigation.

A similar scheme has been before their Lordships on previous occasions, and it is observed, in the present case, that the lines of embankment for guiding and confining the channel to the town of Clare have been adopted from previous recommendations from the Office of Admiralty.

The whole amount of land proposed to be reclaimed from the sea extends to about 9,600 acres, which may be conveniently divided into two distinct works.

To the upper work, consisting of about 6,900 acres, their Lordships give their assent, under the usual Admiralty provisions.

With respect to the south enclosure, consisting of about 2,700, and which is a more difficult and costly work, their Lordships feel the inconvenience and impolicy of assenting to the enclosure of very large tracts of tide lands to parties who may not have the power nor desire to prosecute the reclamation to completion.

It does not appear that any time is stated in the Bill limiting the period for executing the proposed works, as is usually the case; but their Lordships are of opinion that in placing such large tracts of tide land in the hands of private parties for reclamation, it ought to be subject to completion within a definite period of time, and on this point the Lords Commissioners of the Admiralty recommend that a period of seven years be assigned for the completion of the northern enclosure or embankment, and an additional three years for the southern enclosure or embankment.

In assenting to the embankments for confining the channel, their Lordships must require—

1. That detailed plans of all works below high-water mark be subject to the approval of the Admiralty.

2. That the undertakers remove from the channel the Crow Rocks, the Boorland Rocks, the Roadway Rocks, and the Muscles Rocks.

3. That the lower embankment be not commenced upon until the northern work has been completed, unless with the special consent of the Admiralty.

Admiralty, 12 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[14.—Fergus Estuary Reclamation Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
15 *March* 1855.

110—(14).

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

15.—*Dagenham Docks Bill.*

The object of the promoters of this Bill is to construct docks at or near Dagenham Breach, on the north bank of the River Thames, about four miles below Woolwich.

The space proposed to be converted into docks appears to be the gulf or gully formed by the rush of the Thames through the memorable breach of Dagenham, and which gulf now exists, in the form of a pool of water, about 1⅛ miles in length, and about 120 yards wide.

It is proposed by the Bill and plans to construct a tidal dock and entrance from the Thames to the pool, to widen, deepen, and form the pool into a figure bounded by straight lines, and to provide a small pair of gates between the basin and intended dock or great float.

The entrance from the Thames and tidal bar appears to be so directed as to avoid any injury to the navigation on the river, and their Lordships have therefore no objection to make to the project, but must require that plans of all outward works, subject to the action of the tides, be constructed only on plans to be approved of by the Admiralty, and that the other usual Admiralty clauses be inserted in the Bill.

Admiralty, 12 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[15.—Dagenham Docks Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by the House of Commons, *to be Printed,*
15 *March* 1855.

110—(15).

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

16.—*Hoarwithy Bridge Bill.*

The chief object of the Bill is to provide for the construction of a Roadway Bridge, over the river Wye, at Hoarwithy Ferry, near King's Caple, in the county of Hereford, and as the river is navigable at and above the point of crossing, their Lordships require that working plans of the bridge be submitted to, and approved by them previously to the commencement of the work, and that a clause to this effect, and the other usual Admiralty clauses in such cases, be inserted in the Bill.

Admiralty, 24 March 1855. *R. Osborne.*

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[16.—Hoarwithy Bridge Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
26 *March* 1855.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

17.—*South Wales Railway Consolidation Bill.*

The only works proposed to be effected under the provisions of this Bill requiring the attention of the Lords Commissioners of the Admiralty, are certain interferences in Milford Haven within their Lordships' jurisdiction, and in the near vicinity of Pembroke Royal Yard; and a Branch Railway to Pembroke Dockyard, as required by the Company's Act of 1853, which obligation is maintained under the 74th section of the Bill.

In 1852 the South Wales Railway Company obtained the sanction of Parliament to a Bill, where, amongst other provisions, power was given to construct a line of railway, 9½ miles in length, from Scotchwell, near Haverfordwest, to Neyland Point, at the mouth of Neyland Creek, and opposite the Pembroke Ferry, and to acquire by purchase that ferry; and on these two points their Lordships reported to Parliament as follows:—

> "As regards the railway coasting along the west side of Neyland Creek for 13 furlongs, eight of which are within the line of high-water to a depth of 16 feet in several places, the Lords Commissioners of the Admiralty take the opportunity of stating, that they object generally to a line of railway running along the shore, and cutting off the communication between land and water They will not, however, in this case refuse assent, provided the following conditions be inserted in the Bill:—
>
> "That no deviation be made seaward from the black continuous line of way shown on the Parliamentary plans, where the limits of deviation extend below high-water mark, without the previous consent of the Admiralty; and that near the ninth mile the line of way be retired more landward, should their Lordships require it.
>
> "That all accustomed landing-places be preserved along the line of shore in question."

Under the 13th section of the above-mentioned Act it is provided as follows:

> "That the Company shall and they are hereby required to construct, and at all times maintain, for the free use of the public on the west side of Neyland Point, such a good and sufficient landing-place at such spot, and with such approaches thereto from the nearest public road, as the said Commissioners shall approve, as aforesaid."

It was understood by the Lords Commissioners of the Admiralty in 1852, that the extension of the Railway to Neyland Point and the acquisition of the Ferry were merely for the purpose of effecting a communication between Pembroke and Pembroke Yard, and the Railway terminus at Neyland Point; and for such an object their Lordships were desirous of giving every reasonable facility.

It would appear, however, from the Bill before Parliament, that the Company have now other objects in view, which if carried out might seriously prejudice the necessities of Her Majesty's Dockyard at Pembroke; their Lordships, therefore, desire to bring the question distinctly to the consideration of Parliament.

Under the 50th section of the Bill, provision is made for a Branch from the said Neyland Extension to the north side of Milford Haven, at or near a point about 150 yards south of the southern extremity of the eastern shore of Neyland Pill, hereinafter for distinction called Neyland Pill Branch.

By the 80th section of the Bill it is provided that the Company shall provide, at the termination of the Neyland Pill Bill Branch, floating stages, and other conveniences for the landing and shipping of passengers and goods; and, by the 81st section, the Company are to be empowered to impound and appropriate the waters of Neyland Pill.

This proposed impounding of the waters of Neyland Pill, if allowed, would deprive the harbour of the scour of 1,200,000 cubic yards of water at every tide; but such is the requirement for scouring water in front of the Dockyard, that no diminution whatever can safely be permitted.

It is no doubt of great importance to establish a commercial harbour or port in Milford Haven, now connected by railway with the great manufacturing districts of the kingdom, from its great depth of water and easy access, and from its admirable position on the confluence of the Bristol Channel and Irish Sea; and for the object of such a commercial entrepôt there are three sites well suited; viz., on the north shore of Milford Haven at Milford, and on the south shore, either at Pennar Creek or Angle Bay, none of which sites would interfere, but in a very trifling degree, with the convenience and requirements of Her Majesty's yard at Pembroke; and in 1853 the South Wales Railway Company obtained the sanction of Parliament to construct docks, &c. for this object at Pennar Creek, below Pembroke; but whether from want of funds, or other difficulty, the Company brought a Bill into Parliament this Session, with a view to abandon that work, but the Bill was lost on the second reading; and it is now inferred that the Company entertain the view of establishing a commercial port at or near the Neyland Creek; but a great, or even a small concourse of ships proceeding above the Royal Dockyard, and discharging in its immediate vicinity, could not but prove most inconvenient and mischievous to the necessities and requirements of the Royal Yard.

At present the anchorage in front of the Dockyard presents barely sufficient space for four line-of-battle ships, while the South Channel has been of late shoaling up, and opposite Neyland Creek, where H. M. S "Firefly," 185 feet long, found much difficulty in turning; so that their Lordships conceive that powers to establish any commercial port above Pembroke Yard, or even above Weare Point, ought not to be sanctioned by the Legislature.

The only work below high-water mark distinctly shown on the deposited plan, is the Branch Railway, proceeding out of the Neyland Line, and crossing the creek very obliquely, and thence extending along the east shore of the creek, and terminating by a Jetty 450 feet below high-water mark in Milford Haven; but their Lordships having already assented to a jetty or landing-place on the western shore of the creek, in communication with the Railway, must refuse their assent to any further interferences below high-water mark so near the Naval Yard.

Admiralty, 24 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[17.—South Wales Railway Consolidation Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
26 *March* 1855.

110—(17).

Under 1 *oz.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

18.—*Maryport and Carlisle Railway Bill.*

The object contemplated by this Bill is the construction of the following Branch Lines of Railway:

1. A Branch Railway, commencing on the South side of the harbour of Maryport, and terminating by a junction with the existing Line, near the Ropery Skew Bridge, near Maryport.

2. A Branch Railway, commencing near the South-east corner of the proposed new Floating Dock at Maryport, and terminating by a junction with the main line, near the Ropery Skew Bridge aforesaid.

3. A Branch commencing at about 150 yards from the South-west corner (measuring in a northerly direction) of the said proposed new Floating Dock, and terminating by a junction with the existing Railway, near the Ropery Skew Bridge aforesaid.

The only interference with their Lordships' jurisdiction appears to be the limits of deviation extending below high-water mark into the River Ellen; and their Lordships will have therefore only to require, where that occurs, no deviation from the black continuous centre line of way, shown on the Parliamentary Plans, be made without the approval of the Admiralty, and that then all works below high-water mark be only constructed on plans approved by their Lordships.

Admiralty, 24 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[18.—Maryport and Carlisle Railway Bill.]

(*Presented to Parliament by Her Majesty's Command.*)

Ordered, by The House of Commons, *to be Printed,*
26 *March* 1855.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

19.—*Newcastle-upon-Tyne New Streets and Improvements Bill.*

The municipality of Newcastle-upon-Tyne, in consequence of the destruction of a large portion of the town by fire last year, seek powers to turn the occasion to a salutary account, by building new and commodious streets, in lieu of the narrow streets and buildings burnt down, and to widen the public quay adjoining the same.

The new line of quay to be built under the powers of the Bill, commences at a place called the Swirle, about 700 yards below Newcastle Bridge, and extends down the river a distance of about 750 yards, terminating at the Ouseburn.

The river wall, to sustain the quay, projects beyond the present line of shore into the tideway, from 40 to 60 feet; and although this encroachment on the tidal area is not without its effect in diminishing the backwater, their Lordships are of opinion that the same will be more than compensated for by the improved line of river wall, so much better adapted for guiding the tidal currents, and thereby producing a more effective scour in the channel. Their Lordships therefore assent to the proposed line of quay, but, as usual, will require that the working drawings be submitted for approval previous to the commencement of the river or quay wall.

Admiralty, 24 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[19.—Newcastle-upon-Tyne New Streets and Improvement Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
26 *March* 1855.

110—(19.)

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

20.—*Gateshead Quays and Improvements Bill.*

The Corporation of the Borough of Gateshead seek powers under this Bill, to construct and maintain a Quay on the South Shore of the River Tyne, and otherwise to improve the town by the construction of new streets and communications, and so to turn to a salutary account the destruction of houses and buildings caused by the conflagration and explosion of last year.

The proposed new Quay, as shown by the deposited plans, extends from the High Level Bridge of Newcastle down to the site of the goods wharf of the North Eastern Railway Company, a distance of 1,480 feet, including the width of the old Bridge, which it is expected may be removed ere long, on account of the great obstruction it opposes to the streams of flood and ebb.

Proceeding from the lower or east end of the Quay wall, it pursues for a distance of 860 feet a line almost identical with that formed by the low water; but for the remainder of the distance, viz. 620 feet, to the High Level Bridge, the proposed line of Quay wall extends as much as 33 feet beyond low water mark in places, terminating at the High Level Bridge with a sharp curve.

Their Lordships are of opinion that the line of Quays should pursue a fair curve, and that nowhere should that line extend more than 15 feet below low water mark, which they conceive may be accomplished without materially departing from the proposed line of Quays, to which their Lordships will assent on the conditions,—

1. That the line of river wall be subject to the approval of the Admiralty, and to such modifications as have been alluded to.

2. That working plans and sections of the works abutting on the river, and visited by the tides, be submitted to the Admiralty for approval, and be only constructed in conformity with the same.

Admiralty, 24 March 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[20.—Gateshead Quays and Improvements Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
26 *March* 1855.

110—(20).

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the ADMIRALTY, under Act 14 & 15 Vict. c. 49.

21.—*Exeter and Exmouth Railway Bill.*

THE objects of the Bill are :—

1. To make a Railway proceeding out of the South Devon Railway, in the parish of Exminster, and terminating at Exmouth, being a total distance of about 6¼ miles.

2. A Branch Line from the South Devon Railway to the Basin of the Exeter Canal, about half a mile in length. This last does not interfere with the Admiralty jurisdiction.

The first-named Railway crosses—

1st. The Exeter Ship Canal.

2dly. The estuary of the River Exe at Topsham, where it is 660 yards in width.

3dly. The estuary of the Klist, where it is 465 yards wide; and,

Lastly. It skirts the shore of the sea between Topsham and Exmouth, over a distance of about 3¼ miles, whereon the centre line of way, on its limit of deviation, extends below high-water mark.

Under these circumstances, the Lords Commissioners of the Admiralty deemed it proper to cause a local inquiry to be made under the Preliminary Inquiries Act, which was duly carried into effect, and under the further information thereby acquired, the Lords Commissioners of the Admiralty, in assenting to the Bill, will require the following conditions:

1. That the Railway Bridge across the Exeter Ship Canal give a clear width of water-way between its abutments of not less than 30 feet on the square, and an opening span to afford a passage for vessels of the same amount, and that the soffit of the same shall give a clear head-way of not less than 6 feet above the ordinary surface of the canal, equivalent to 60·53 feet above the datum of the Plan deposited at the Admiralty.

2. That the Viaduct or crossing of the estuary of the Exe shall give a clear water-way of 530 feet, and be constructed on open pile work, where the eastern channel of the river is crossed, and that the remainder of the Railway across the estuary be made solid, so as to confine the water-way to the eastern or main channel, the open pile work to consist of three spans of 50 feet, six spans of 30 feet, 10 spans of 20 feet; and one of the 30 feet spans to be so constructed as to be convertible into an opening bridge, should the Admiralty at any future time, on giving six months' notice to that effect, so require. That there be a clear head-way of not less than 13 feet between the high water of ordinary spring tides and the soffit of the Viaduct, equivalent to 64·03 feet above the datum of the Railway Plan deposited at the Admiralty.

3. That the Railway Viaduct over the River Klist shall be of open pile work, where it crosses the channel, with a clear water-way of not less than 350 feet, and with a clear head-way between the high-water mark of ordinary spring tides and the soffit of the Viaduct of not less than 13 feet. The said Viaduct to consist of one span of 50 feet, four of 30 feet, and nine of 20 feet each.

4. That working plans of the above crossings of tidal and navigable waters be subject to the approval of the Admiralty, and be only constructed in conformity with such approval.

5. That where the limits of deviation of the line extend below high-water mark, no departure seaward or riverward of the continuous centre line of way shown on the Plans deposited with the Admiralty be made without the previous assent of the Admiralty.

6. That the circumstances of the Railway skirting the line of shore for so great a distance, shall not confer on the Company an exclusive right of water frontage, or beyond what the Company may require for its own proper objects, leaving other parties legally entitled to construct wharfs, quays, and jetties, &c., between the Railway and the sea, having previously obtained the sanction of the Admiralty for such works.

7. That where the line of Railway falls within the line of high-water mark, or within 200 yards of the same, all such crossings over, under, or across the Railway, as may be required for giving due access to the water, shall be provided as the Admiralty may from time to time require.

Admiralty, 30 March 1855. *W. A. B. Hamilton.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[21.—Exeter and Exmouth Railway Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,* 30 *March* 1855.

110—(21).

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the ADMIRALTY, under Act 14 & 15 Vict. c. 49.

22.—*Llinvi Valley Railway and Bridgend Railway Bill.*

THE portions of this Bill interfering with their Lordships' jurisdiction are contained in the 74th and 82nd clauses, the first-mentioned relating to an extension of the limits of the Harbour of Porth Cawl, and the second to the levying of rates within the same.

1. The limits of the Port are proposed to be extended seaward under the 74th section of the Bill, and to enclose, by means of three imaginary straight lines, a rectangular space, containing an area of more than a square mile, outside the Pier Head. The proposed limits are not very clearly defined, nor could they be easily recognised by vessels coming within them.

Their Lordships do not object to the jurisdiction of the Harbour being extended over a reasonable and well-defined exterior space, but recommend that the following limits be substituted for those in the Bill: viz. On the South and West, 1st, by a straight line drawn from Rhwynchwyn Point to low-water mark of ordinary spring tides at the said point, and marked by the letter A on a plan deposited at the Admiralty; 2dly. by a line drawn from the point A to the southernmost of the Tusker Rocks, uncovered at low water of ordinary spring tides, and marked with the letter B on the plan aforesaid; and thence by an imaginary straight line drawn from the point marked B to a point on the shore near the bathing-houses, and marked by the letter C on the said plan deposited at the Admiralty.

2. As regards rates on vessels entering the proposed limits, their Lordships will require that no rates be levied on vessels merely passing through such limits, or waiting within them for a wind or tide, or for any other purpose than loading or unloading.

Admiralty, 30 March 1855. *W. A. B. Hamilton.*

LOCAL ACTS.

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

[22.—Llinvi Valley Railway and Bridgend Railway Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
30 *March* 1855.

110—(22).

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

23.—*Oxford, Worcester, and Wolverhampton Railway Bill.*

The objects of the Bill as regard works interfering with, or which may interfere with, the jurisdiction of the Lords Commissioners of the Admiralty are:—

1. A Branch Railway, about half a mile long, proceeding out of the main line, near Worcester, and terminating on the shore of the River Severn, where it is observed that the limits of deviation extend into the bed of the river over an extent of more than half a mile; and it is therefore to be inferred, that the Company propose to communicate with wharfs and quays at the river side. Their Lordships, in assenting to this Branch, have only to require that no deviation riverward of the continuous centre line of way, shown on the plans deposited at the Admiralty, take place without the especial consent of the Admiralty; and that all works connected with this Branch, or any other alteration of the line referred to in the Bill, which interfere with any navigation, be only constructed on such plans as their Lordships shall approve of.

Admiralty, 30 March 1855. *W. A. B. Hamilton.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[23.—Oxford, Worcester, and Wolverhampton Railway Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
30 *March* 1855.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict., c. 49.

24.—*Newtown and Oswestry Railway Bill.*

The object of this Bill is to authorise the construction of a line of Railway from the Oswestry Branch of the Great Western Railway at Oswestry, in the county of Salop, and terminating by a junction with the authorised line of the Llanidloes and Newtown Railway, at or near Newtown, in the county of Montgomery, the entire length being 30 miles. Their Lordships did not consider a local inquiry necessary in this case. The interferences appear to be—

A crossing of the river Vyrnwy, at Llan-y-mynoch;
" " Severn, near Gowther's Hall;
" " Severn, near Buttington;
And again near Kilkewydd bridge.

Their Lordships will therefore require that plans of the bridges be submitted to the Admiralty for approval previously to the works being commenced.

Admiralty, 11 April 1855. *W. A. B. Hamilton.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[24.—Newtown and Oswestry Railway Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
17 *April* 1855.

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the ADMIRALTY, under Act 14 & 15 Vict. c. 49.

25.—*Folkestone Improvement Bill.*

THE objects of this Bill are to extend the limits of the borough, to enable the Corporation to construct a market-house, to make new streets, and other improvements, and for other purposes.

A copy of the Bill was deposited at the Admiralty, but was not accompanied by any plans, and their Lordships were informed by the agents for the Bill, that there is no interference by works within the Admiralty jurisdiction.

Their Lordships think it desirable nevertheless to draw the attention of Parliament to the following clauses:

111. Authorising the Town Commissioners to levy a rate of 1*s.* per chaldron, and 1*s.* per ton, for all coke and coal landed at Folkestone, and a further sum of 2*d.* for the same landed from any collier or other vessel within the limits of the borough.

112. The coal dues to be paid by the master, owner, or other person having the command of any ship or vessel.

113. Collector of Customs, or other officer in authority, not to allow any vessel to leave the port until the coal dues are paid.

114. In failure of payment of coal dues, Collector of Customs or other officer to detain the vessel, tackle, &c.

Their Lordships are of opinion, that duties so collected would operate as a tax on shipping for the benefit of the town improvements, and that the Collector of Customs or other officer of Her Majesty's service should not be employed in such a service.

That no duties on coal or merchandize whatever should be collected at Folkestone, until the same have been landed, and that municipal dues which the Commissioners may think proper to demand, shall only be payable by the importers or purchasers, and that no detention of vessels or interference with them be sanctioned on account of town revenue.

Admiralty, 12 April 1855. *W. A. B. Hamilton.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[25.—Folkestone Improvement Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
17 *April* 1855.

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the ADMIRALTY, under Act 14 & 15 Vict. c. 49.

26.—*Ayr Harbour Bill.*

THE objects of this Bill, as described by the promoters, are, the maintenance and improvement of the harbour and of the works connected therewith; repeal, amendment, or continuance of the existing Act; repeal of exemption dues on coal and freestone; transfer of anchorage duties from Ayr Burgh to the Harbour Trustees.

Under the 10th section of the Bill, the Harbours, Docks, and Piers Clauses Act, 1847, is incorporated; but various sections of that Act are excepted, viz.: The clauses with respect to the construction of the harbour, dock, or pier; but their Lordships must require that the sections relating to new works or modifications of old ones, below high-water mark, be maintained, viz., sections 12, 13, 16, 17, 18, and 19; but as regards providing a life-boat, mortar, and rockets, their Lordships will be satisfied that these be provided when required, under the hand of their Secretary.

The 26th clause of the Harbours, Docks, and Piers Clauses Act is also excepted; but it hardly applies in this case, as the harbour is now fit for the reception of vessels, and the works pointed out in the Bill are but improvements of existing works.

Under the 37th section of the Bill, power is taken to deepen, cleanse, scour, and preserve the harbour, and to heighten, repair, and make sufficient the dykes, piers, quays, and other works at present appertaining to the harbour of Ayr; but authority is also taken to alter and extend the works, and likewise to build or erect in the harbour piers, quays, jetties, breasts, and other necessary works for the improvement of the harbour; and in respect to such works, their Lordships must require, as usual, that plans be previously submitted to them for approval.

The harbour government seems to be in a state of transition from a municipal government to one of election by parties interested in shipping interests; and under the 13th section of the Bill it is proposed that the harbour trustees be as follows:

Ex Officio:		
Provost of the town	1	
Bailies, ditto - ditto	2	
Treasurer, ditto - ditto	1	
Chairman of the Guild Court	1	
Convener of the Trades of Ayr	1	
		6
By Election:		
Freemen of Newtown-upon-Ayr	2	
Owners of vessels belonging to Ayr	2	
Rate-payers on goods at the port of Ayr	2	
		6
		12

To the above arrangement it may be prudent not to make any objection, under the state of transition alluded to, or to deprive the municipal body of a large representation in the harbour trust.

Under the 52d section of the Bill, it is proposed that certain anchorage rates now levied by the Magistrates and Town Council of Ayr, be in future levied by the Harbour Trustees, and that in lieu of such rates now paid to the Corporation, the sum of 166*l.* 10*s.* be paid annually by the Trustees to the Corporation.

Under the present spirit of legislation for harbours, anchorage dues are deemed exactable only for harbour purposes, or the benefit of shipping; it may therefore be desirable that some compromise between vested interests and justice to shipping interests be made, and their Lordships would suggest that after 10 years such payment of 166*l.* 10*s.* to town purposes cease and be determined.

Admiralty, 13 April 1855. *W. A. B. Hamilton.*

LOCAL ACTS.

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

[26.—Ayr Harbour Bill.]

(*Presented to Parliament by Her Majesty's Command.*)

Ordered, by The House of Commons, *to be Printed,* 17 *April* 1855.

110—(26).

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the ADMIRALTY, under Act 14 & 15 Vict., c. 49.

27.—*Glasgow Corporation Waterworks Bill.*

THE objects of the Bill are to transfer to the Corporation of the City of Glasgow the powers and properties of the existing Glasgow Waterwork Companies, and to authorise the Corporation to procure an additional quantity of water from Loch Katrine.

The only question in the scheme demanding the attention of the Admiralty, and involving its duties of Conservancy over navigable waters, is the proposed abstraction of water from Loch Katrine, the principal source or headwater of the Forth Navigation.

Under the 59th section of the Bill the Promoters take power to withdraw and take from Loch Katrine, any quantity of water not exceeding 50,000,000 gallons in one day, which is equivalent to 5,572 cubic feet per minute.

The united waters of the rivers Forth, Teith, and Allan, above and at Stirling, discharge, as ascertained by several gaugings, as follows:

		CUBIC FEET.	
1853:	23 February	29,385	per minute.
„	4 March	31,207	„
1854:	9 November	31,617	„
	Mean	30,736	„

From the periods of the year at which the gaugings were taken, it may be safely assumed the river was in a state above its ordinary discharge (when not in flood); it will, therefore, be observed that the proposed abstraction of water amounts to $\frac{1}{5\cdot516}$ of the whole, or between $\frac{1}{5}$th and $\frac{1}{6}$th of the united rivers at Stirling.

In their Lordships' Reports to Parliament in 1853 and 1854, the state of the navigation was described from Stirling to Alloa, as $10\frac{1}{2}$ miles; from Alloa to Grangemouth, 5 miles; and from Grangemouth to North Queensferry, 10 miles; the first two sections as being in a very defective state, and the last in a good state of navigation; but to avoid misconception, and to omit remote consequences, their Lordships are quite content to limit their fears of injury to the first two sections of the navigation above-named.

The Lords Commissioners of the Admiralty having objected to similar measures of interference in the Sessions of 1853 and 1854, as they conceive, on good grounds, for the preservation of a public navigation, and seeing no reason to alter their opinion in respect to the scheme of this year, where the proposed interference is similar in principle, but greater in amount, must leave the decision to Parliament.

Admiralty, 13 April 1855. *W. A. B. Hamilton.*

LOCAL ACTS.

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

[27.—Glasgow Corporation Waterworks Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
17 *April* 1855.

110—(27).

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

28.—*London and South Western Railway Bill.*

The only work interfering with their Lordships' jurisdiction under the provisions of this Bill is a Quay or Wharf extending a considerable distance into the River Thames, at Nine Elms, a short distance above Vauxhall Bridge.

The continuous line, shown on the deposited plan, of the proposed Wharf, projects upwards of 70 feet into the River, and the outward limits of deviation extend still further; while, on the other hand, the inner limits of deviation are nearly coincident with the present line of shore.

Between the continuous line on the deposited plan and the inner line of deviation, room is given for a line which may harmonize with the general course of the River banks; and in assenting to the Bill their Lordships have only to require that the outward face of the Quay-wall be constructed in a line to be approved of by the Lords Commissioners of the Admiralty, and not otherwise, and that the working drawings of the same be approved of in like manner before the commencement of the work.

Admiralty, 24 April 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[28.—London and South-Western Railway Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
26 *April* 1855.

110—(28).

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

29.—*Hartlepool Pier and Port Bill.*

The Objects of this Bill, as stated by the Promoters, are the following:—

1. The Improvement of the Port of Hartlepool.
2. The protection of the Heugh or Headland of Port.
3. Formation of an Outer Harbour, or Harbour of Refuge.
4. Establishment of Ferries.
5. Power to levy additional Rates.
6. Power to raise additional Monies.
7. Amendment and Repeal of Acts.

In 1851, an Act was obtained by the Pier and Port Commissioners for constructing a pier, running in a south-east direction from the Heugh, 450 yards in length, as a first step; and afterwards, to be extended 220 yards further, should circumstances and funds render it advisable; and secondly, to repeal, consolidate and amend former Acts, comprising a re-modelling and improvement in the appointment of the Commissioners.

Since the Act passed, the pier has been partially constructed to an extent of 600 feet, and as far as moderate views are considered, the Act of 1851 appears to have acted well in all particulars.

The present debt of the Commissioners, by the preamble, appears to amount to 21,300 *l.*, or thereabouts, while the revenue, from the Shipping Dues Commission Report, appears to be about 5,000 *l.*; while the cost of completion of the pier now in course of erection has been estimated at 120,000 *l.*, or thereabouts.

The Commissioners under the Act of 1851, were constituted as follows:

6	Commissioners of the previous existing body.
3	East Dock Commissioners.
3	West Dock Commissioners.
2	Ship Owners' Commissioners.
2	Ex-officio Commissioners; viz., the Mayor of Hartlepool and the Collector of Customs.
16	- - Total.

A number which is now generally considered too numerous for a due despatch of business; but under the provisions of the Bill, it is proposed to add six Town

Commissioners, to be elected by the owners and occupiers of houses and lands within given limits.

Their Lordships not only object to the number being so increased, but also as to giving a voice in the management of harbour and shipping affairs to parties whose interests are too often conflicting therewith. The object of appointing Town Commissioners seems to be with a view to tax houses and lands within a given limit for harbour purposes; viz., owners 1 *s.* in the pound, and occupiers 6 *d.*; but their Lordships are of opinion, neither should dues on shipping be applied for land purposes, nor that rates on land should be applied to shipping purposes, but that the two should be kept totally distinct; their Lordships therefore recommend, that all the sections in the Bill relating to Town Commissioners, and to taxing houses and land for harbour purposes, be omitted; and that the 32d section be also struck out.

Limits of the Port and Harbour.

These are set forth under the 5th and 6th sections of the Bill, and are distinct.

The limits of the Port, under the 5th section, are proposed to extend along the shore, from the south side of Seaton Carew to Blackalls, that is, from a point about two and a quarter miles south of the Lighthouse, on the Head, to another point four and a half miles to the north of the Lighthouse, and along that extent of shore seaward to a distance of two miles. On this last extension, their Lordships fear that the seaward limits, as so defined, are such that vessels trading between places situated beyond the limits of the Harbour might, without using it, be made liable to a toll, which would be in the nature of a passing toll; and to any such proposal their Lordships must object.

The limits of the Harbour of Hartlepool, as contradistinguished from the Port, are described in the 6th section of the Bill, as including all such parts of the Port (except the East and West Docks) as are within a red line drawn on a Map, a copy of which (it is stated) is deposited in the Private Bill Office of the House of Commons. No such plan has been deposited at the Admiralty, nor, on inquiry, does such appear to have been deposited at the Private Bill Office up to 20th April. Their Lordships are, therefore, ignorant of the proposed Harbour limits, or the precise objects of the same, as distinguished from the limits of the Port, unless it be for the rating and voting of owners and occupiers of houses and lands above-mentioned.

Tolls, Dues and Rates.

Under the present Act, the Corporation of Hartlepool levy a toll of 1 *s.* 4 *d.* on all vessels entering within the piers of the Harbour for trade, and 7 *d.* on all vessels entering through stress of weather, the amount of which tolls is applicable to maintain the Town or Sea Wall against the ravages of the surf, and the remainder, if any, is applicable to secure the cliff at the Heugh; and it appears by the report of the Shipping Dues Commissioners, that in 1852 these tolls amounted to 355 *l.* 10 *s.* Their Lordships recommend that these tolls be abolished, and that the Pier and Port Commissioners be made responsible for the maintenance of all works or cliffs abutting on the shore of the Harbour, through means of additional rates to those now levied by them.

There are also various other rates on shipping paid at Hartlepool to the following amounts; viz., in 1852, as stated in the report of the Shipping Dues Commissioners:

	£.	*s.*	*d.*
Trinity-house, Newcastle	45	13	6½
Bridlington Harbour	576	19	5
Dover Harbour	203	4	2¾
Ramsgate Harbour	315	14	5¼
Russia Company	1	5	10
£.	1,142	17	5½

Their Lordships point out these charges, under the hopes that, ere long, such heterogeneous charges may be abolished by a general Act on the subject.

The Pier and Port Commissioners of Hartlepool, under the Act of 1851, levy a toll of 1 *d.* per ton on all vessels entering the Port for trade, and ½ *d.* per ton

on

on all vessels entering for refuge or by stress of weather, and which tolls in 1852 appear to have amounted to 5,094 *l.* 5 *s.* 4 *d.*, which, with an additional item of 15 *l.* 10 *s.* 9 *d.*, appears to have then constituted the entire revenue of the trust.

Under the provisions of the Bill now before Parliament, the future sources of revenue, besides that already mentioned on houses and land, are comprised under Schedules (A.) and (B.), and under sections 127 and 128.

Schedule (A.) enumerates tonnage duties to be levied under nine different circumstances, and varying from 2 *d.* to 8 *d.* per ton.

The objects of so complex a scale are not obvious; their Lordships would therefore recommend:—1st. That there be only two rates of charge, as at present; viz., for vessels entering the port for the purpose of trade, and for vessels entering for refuge or through stress of weather:—2d. That these two rates be not more than double the present rates respectively.

Schedule (B.) enumerates upwards of 600 articles of goods shipped or unshipped, proposed to be taxed for the revenue of the harbour with rates varying, per item, from ¼ *d.* up to 2 *s.* 6 *d.* each, and with an *ad valorem* charge of ½ *d.* per pound sterling on all other goods not specified in the Schedule.

Their Lordships would refrain from offering any observations on the items of Schedule (B.), were it not for the trouble and vexations imposed on trade and shipping by such an extensive and complicated scale of harbour dues imposed on articles of the smallest and greatest value, from vegetables to the precious metals.

The only legitimate duty in Schedule (B.) appears to be that on coal, coke, culm and cinders, the staple produce of the place, which the promoters propose to tax at 2 *d.* per chaldron, which would probably produce 8,000 *l.* per annum, and were the tonnage dues doubled, a sum of nearly similar amount might arise, yielding together a harbour revenue of more than 18,000 *l.* per annum.

The 127th and 128th sections of the Bill propose that the new dues shall become payable from the passing of the Act, but which arrangement is at variance with the spirit of the 25th section of the General Act of the 10 Vict. cap. 27, which proposes that the harbour dues on shipping be not leviable until the proposed works have been executed, while no time is specified for the completion of the proposed works.

The 127th clause, on tonnage dues, is somewhat ambiguous, as it states the same may be taken on all vessels entering *or leaving* the Harbour, while Schedule (A.), to which it refers, applies to entering and using, but omits leaving.

The Harbour Works proposed under the Bill appear from the deposited Plans, and from the statement of the Engineer appended to this Report, to consist of a North and a South Pier.

The North Pier to be composed of two cants, the first 637 yards in length, proceeding out of the Pier now constructing at the Heugh, and extending in a seaward or easterly direction. The second cant, 730 yards in length, extending in a southerly direction, and terminating in a Pier Head.

The South Pier is also to consist of two cants, the first proceeding from the shore, near Carr House, and extending in an easterly direction on the line of the Long Scar Rocks, 2,120 yards in length; and the second cant proceeding in a northerly direction 723 yards in length, and terminating in a Pier Head, leaving an entrance 386 yards in width between the Pier Heads.

The Piers, as above composed (it is stated), will enclose a low-water area of 840 acres, and an area of 470 acres, with a depth of from 12 to 26 feet at time of low water.

	£.
Cost of North Pier, estimated at - - -	425,000
,, South Pier ,, ,, - - - -	375,000
Protection of the Headland or Heugh - - -	35,000
TOTAL - - -	835,000

The 145th section of the Bill sets forth, that the Hartlepool Port and Harbour Fund is to consist of all the lands, buildings, works, property and effects of the Commissioners, and upon that fund the 149th section authorises the Commissioners to borrow, for the purposes of the Act, a sum not exceeding (inclusive of the debt of the present Commissioners), 835,000 *l.*, and may secure the same, and interest thereon, by mortgages of the Hartlepool Port and Harbour Fund.

If the structure, as above proposed, and enclosing the entire Bay of Hartlepool by a solid work, would not be liable to sand up, it would doubtless prove very serviceable to the shipping trading to and from the east and west docks, by affording a well sheltered anchorage to vessels bound to the docks, and waiting for a tide to enter, and to vessels on leaving the docks and waiting for a wind to proceed on their voyage; but the risk of silting up appears too great to admit of venturing upon such an experiment.

It may further be doubted whether the entrance be such as would entitle it to the character of a general harbour of refuge. Under these considerations their Lordships directed one of their best surveyors, well acquainted with the locality, to make inquiry and to report, which has been duly performed; and his statement is herewith appended, which will enable the Committee on the Bill to see both sides of the case.

With the above observations and recommendations their Lordships leave the case with Parliament, as deserving earnest consideration, particularly in respect to the great augmentation of the dues on shipping proposed by the Bill, the total amount of which has not been stated by the promoters.

Admiralty, 25 April 1855. *R. Osborne.*

REPORT of Mr. *Rendel*, C. E., on a proposed HARBOUR of REFUGE in HARTLEPOOL BAY.

8, Great George-street, Westminster,
Sir, 16 March 1855.

I HAVE now the honour to submit the following Report and annexed design for a Harbour of Refuge in Hartlepool Bay, prepared in compliance with Captain Washington's letter of the 4th April last, written by desire of Sir James Graham, in which I was informed that a deputation from Hartlepool having waited upon the First Lord of the Admiralty, to request that he would appoint an engineer to inquire into and report as to the capability of Hartlepool Bay for conversion into a Harbour of Refuge, Sir James Graham had named me for the service. I was further desired by the said letter to put myself in communication with the Public Port and Harbour Commissioners of Hartlepool, and was offered the use of any Admiralty charts of the bay.

This letter was acknowledged by me on the 7th of April, and on the 10th of that month I received such charts as I thought might be useful to me in prosecuting the inquiry, as also a copy of the memorial and statement presented to the Admiralty by the deputation, which resulted in my appointment.

I also at once put myself in communication with the Public Port Commissioners of Hartlepool, and from them I promptly received all the necessary information connected with the various subjects which the inquiry involved. The papers thus put into my hands were so numerous and important, that, with my other engagements, I was unable to make myself sufficiently familiar with their details to admit of an useful inspection of the port and coast till the early part of October last, when, during several days, I was engaged on a most careful survey of them.

On this survey the Port Commissioners put at my disposal a steamer, several of the most competent pilots, and Mr. Mossman, R. N., their harbour-master, who is not only a most experienced seaman, but also an excellent marine surveyor, having been for several years employed in that capacity by the Admiralty in surveying this and the greater part of the east coast of Scotland.

Added to these advantages for obtaining correct information on all nautical points connected with my inquiry, it happened that the tides during my visit were very favourable to my personal examination of their currents; and that, during a portion of it, the wind blew more than half a gale from the north-east, and afforded me an excellent opportunity of witnessing the direction and turbulence of the waves, which gales from this, the most exposed quarter, occasion.

That an improved harbour accommodation to what now exists should, without longer delay, be provided upon the coast of Yorkshire and Durham, will be admitted by all who know, and there are few who do not, the frightful loss of life and great sacrifice of property which yearly takes place upon it.

Numerous as are its harbours, none can be said to exceed in size or convenience the wants of their local trade, or to possess the qualities which adapt them to the requirements of the vast fleets of commercial shipping navigating the coast, when, as so frequently happens, they are suddenly assailed with a northerly or easterly gale. So inadequate, indeed, are the best of the present harbours to meet such an emergency, that, when it occurs, more wrecks result in the attempt to make them, and by overcrowding them, than from all other causes combined.

From casualties of this nature, Hartlepool, as one of the most important of these harbours, is not exempt. It, however, possesses great natural facilities for the construction of works that would make it so; and from its position to leeward of all the great neighbouring coal ports, except the Tees, it is advantageously placed for such vessels as are not able to make their own ports during gales from the north and east.

Already the Public Port Commissioners are acting on existing Parliamentary powers in the construction of a breakwater to meet the increasing local wants of trade in the bay. Now, however, that their Lordships have permitted themselves to be made a party to this inquiry, it is for them to consider whether they can sanction the completion of this work before they have decided whether a more perfect appropriation of the bay should be made: for I must warn the Board that, like all other works which have been executed on this coast for the accommodation of shipping, that in question is of a purely local character, and from the very fact of its rendering Hartlepool safer of access than the other ports, it will increase all the dangers which result from overcrowding, whilst, at the same time, it destroys the capability of the bay for a more extended usefulness.

By a reference to the accompanying Admiralty chart of Hartlepool Bay, it will be seen that its headland, called the "Heugh," projects 5,000 feet eastward of the general line of coast forming Tees Bay.

It will also be seen that a line drawn from the eastern extremity of the "Heugh" to the mouth of the Tees, has on its west side a considerable extent of the bay sheltered from northerly winds.* But it will at the same time be observed, that the deepest water within this line does not exceed four fathoms, and shoals rapidly to a flat shore.

As a natural roadstead, therefore, it is small in extent, and being open to all points from the north-north-east round by east to south, it is in its present state an unsafe anchorage in gales from those quarters. It will be seen, however, that immediately under the cover of the Hartlepool Heugh or Head, and consequently in front of Hartlepool and its two flourishing dock establishments, great natural facilities exist for the inclosure of an outer harbour of the limited extent required for local purposes. Of these the Pier and Port Commissioners are now taking advantage in constructing, as before stated, a breakwater or pier, by funds raised on the security of tolls payable by vessels using the harbour.

The accompanying Plan, No. 1, shows the works now authorised. It will be seen that the pier, which is already built for a length of 600 feet from the shore, is contemplated to be extended into the bay in a south-east direction, for a length of 2,000 feet, and into 22 feet depth of water at low water of spring tides. The portion of the bay that would be sheltered from the north-east is tinted blue, and measures 330 acres, being the space opposite the old port of Hartlepool and its east and west docks. Of this space of 330 acres, there will be 34½ acres with more than 15 feet of water, 79 acres with more than 12 feet of water, 135 acres with more than 9 feet, and the remainder, or 195 acres, up to low water, averaging 6 feet.

The advantages which such a roadstead will give Hartlepool over the other ports on this coast will undoubtedly be great, and combined with the rapid growth of trade to its present dock establishments will, ere long, beyond all doubt, enable the Pier and Port Commissioners to extend the pier now building still further into the bay, and thereby increase the shelter it affords.

But if this bay is to be made a place of safety for vessels trading to the various other and important ports on the coast, it will be necessary for the Commissioners at once to suspend the works of the new pier, and to alter its authorised line so as to embrace under its cover a very much larger and deeper portion of the bay; and further, that advantage should be taken of the favourable reef of rocks called the "Long Scar," to raise a southern pier upon them, and thereby make an enclosed harbour of sufficient area to accommodate, without dangerous crowding, the greatest number of vessels that can reasonably be expected to want shelter at any one time.

By

* *Note.*—All the bearings named in this Report are true.

By the returns supplied to me, it appears that the number of vessels passing Hartlepool in both directions (north and south), during the months of August, September, October, and November, were upwards of 35,000, and that 15,000 of these *cleared out* of the coal ports between Stockton to the south, and Blyth to the north of Hartlepool, a distance of only about 35 miles.

That with such a vast amount of traffic, it should frequently happen that fleets of from 300 to 500 sail are at one time caught by northerly and easterly gales on this coast, will not be considered as surprising; neither will it be regarded by those acquainted with the class of vessels employed in the coasting trade, and the economy with which they must be sailed to meet the great competition which exists, that the loss of life and property which follows such a gale is due to bad seamanship, rather than to the want of sufficient harbour accommodation.

Numbers of the vessels in such fleets are bound to one and the same port, nearly all to four or five of them. The different crews being aware of this fact, and of the danger of being in the crowd at the entrances to their respective ports, and of the further more impressive fact, that if they do not make their port, during a short time at high water, they have no alternative but to keep to sea for at least six, and perhaps twelve hours longer, a general contention takes place among them for first arrival, which too frequently ends in bringing the whole of the vessels in a crowd to the entrance, which in such harbours, will, in defiance of all that seamanship can do, result in confusion and loss.

Returns have been made to me of the number of wrecks, and the consequent loss of life and property, which have happened at the entrances of several of the ports on this coast; but for want of the like returns from all, I refrain from saying more than that. Even such returns as I have, show that longer delay in providing a remedy cannot be justified.

But it may be said, Let each port provide safety for the shipping resorting to it for trade. I think it would be easy to show, that this would be physically difficult, and financially wrong.

In making this remark, I must not be understood to imply, that each of the ports on this coast should not continue to strive as heretofore for superiority, by improvements year by year, but that the attempt to form at one time, more than one such large harbour as I consider to be needed, would be, in my judgment, as great an error as to longer postpone the formation of one, because the parties interested in each of the existing harbours, may contend that theirs has superior claims for selection and extension.

A harbour, to be adequate to the wants of the vast trade on this exposed coast, must be in size equal to the accommodation, at one time, of not less than from 300 to 400 vessels of all sizes, varying in draught from 18 to 10 feet. Its entrance must be so easy in all dangerous winds that vessels in ballast, or with damaged canvas or spars, can readily make it. It must have within it a shore suitable in position and kind for vessels to beach on in case of necessity, with safety to themselves and their crews. It must be so sheltered and free from the inrun of sea, that vessels may ride at their anchors without risk of dragging or striking; and it should be easy of departure at all times when vessels could with safety put to sea.

I shall now proceed to explain my views as to the practicability of forming such a harbour at Hartlepool.

Between the Heugh, or Head, and the reef called "Long Scar," I propose to enclose an area of upwards of 470 acres, varying in depth from 12 to 26 feet at low-water spring tides—a space affording all the accommodation required—by piers extending over the Long Scar rocks on the south, and from the Heugh on the north, for a length not exceeding 1,700 yards and 1,300 yards respectively, outside the low-water line, the whole area so enclosed being upwards of 840 acres.

As respects the entrance, I should propose to leave an opening of from 1,000 to 1,100 feet wide in the clear of the pier heads, with a south-east by east aspect, which will make all the dangerous winds of the coast fair for entering the harbour, whilst the necessary eastward extension of the piers renders the approaches to it free from the dangers, either hidden or exposed, of the coast. It will be further observed, that the entrance is placed well in the centre of the enclosed portion of the bay, which is upwards of 5,000 feet in length from north to

south; so that vessels may bring up on either side clear of the entrance as they happen to stand in on the port or larboard tack.

As respects a safe and sheltered shore on which vessels may, if necessary, run themselves, it will be seen that there is on the lee side of the harbour a flat, sandy beach so good for the purpose, that even now, in its exposed form, stranded vessels frequently escape, and it has seldom happened that any of their crews have been lost.

As respects shelter and freedom from inrun of sea, I would observe, that the high land on the north will, in some measure, offer shelter from northerly gales, but that the piers must be raised sufficiently above high-water to act as a screen in easterly gales; and that on the arrangement of the entrance between their heads must depend the greater or less exclusion of the sea. Fortunately the great breadth of the proposed site, north and south, no less than the great extent of flat shore opposite the entrance, will admit of any waves that may enter expanding, and, on their reaching the shore, being broken and destroyed; and as regards facilities for sailing out of the harbour, it will be clear from its great breadth, north and south, and the width, the aspect, and the central position of its entrance, that it would present, even in a crowded state, unusual facilities for getting vessels under weigh and going to sea even in the worst or easterly winds, when otherwise safe to do so. I should add, that the holding-ground is good, and the bottom clear and uniform.

With regard to the facilities which the "Heugh" and the "Long Scar" present for piers or breakwaters, it will be seen that the "Heugh" projects eastward from the shore for from 3,000 to 4,000 feet, and to that extent is a substitute for a northern pier. The "Long Scar" rocks also run off from the shore in the same direction for a length of 3,600 feet, affording a strong foundation in shallow water, for a large portion of the southern pier. These natural breakwaters lessen the works for the formation of the harbour at least one-third, whilst the rocky cliffs of the "Heugh" and its shore, afford the further advantage of relieving the North Pier from the beat of northerly seas, the shoals which extend south of "Long Scar" in like manner protecting the South Pier, and lessening its cost.

The harbour, such as I have described it, is laid down on the accompanying Plan, No. 2. I should explain that, at the instance of the Commissioners, and on their statement that the object was to enable them to apply to Parliament this Session, in case my Report to their Lordships should be favourable, and their Lordships should approve, I furnished them with this design last November, in order that they might carry out their wishes, and so save a year in time, if permitted to proceed with the Bill.

A copy of this design was, therefore, deposited by the Commissioners with the proper department of the Admiralty in November last. It shows large limits for deviation in the piers, if on further consideration I should deem alteration desirable: a full review of the whole case however, made preparatory to writing this Report, confirms the opinion on which the Plan was based, and also the opinion I then entertained as to the best, quickest, and cheapest mode of constructing the piers and other works it involves.

The Plan No. 2, on which the design is laid down, is a reduced chart of Hartlepool Bay, the port, and present dock establishments. The soundings are in feet, and refer to low water of a spring tide, which rises 16 feet 8 inches; ordinary neap tides rising above the same datum, 12 feet 6 inches. The course and strength of the currents shown on this chart, have been taken and laid down by Mr. Mossman, and are the results of repeated and most careful surveys.

As regards the extent and direction of the piers, it will be seen that I propose to use so much of the pier now in course of construction from the Heugh Point as is at present built. This pier runs from the Heugh in a south-east by south direction. By the proposed plan it would be changed from its present termination by a curve into an east direction, and extended from 2,000 feet as now authorised, to 2,600 feet. From thence would be commenced an arm 2,150 feet in length, carried in a south-east direction, and terminating in a great circular head to form the north side of the intended entrance.

From this, the weather head, the entrance to the Old or North Docks would lie west by north, and that of the New or West Docks west, distant respectively 2,000

2,000 and 2,500 yards. From the head of the North Pier that of the South Pier is proposed to be south-west by south, the width of the opening being 1,100 feet, with a fair bottom, and depth of 28 feet on its northern side and 25 feet on the southern. The South Pier from its head runs south by west for a length of 2,300 feet in from 25 to 22 feet of water, and then turns west south-west to the shore over the "Long Scar" rocks, which, with the foul ground east of them, it effectually masks.

The parapets of the North Pier, and of the outer arm of the South Pier, which are exposed to the run of sea, I propose to raise 25 feet and 20 feet respectively, above high water of spring tides.

The inner arm of the Northern Pier will, as thus arranged, trap, and throw upon the "Heugh" Rocks all such portion of the sea as, in northerly gales, now sweeps round the Light House Point with such destructive effects, and will thereby lessen, to a great extent, the range of sea and amount of broken water across the entrance, an effect which the outer arm will also have by reason of its direction in north-easterly gales.

The southern pier, the outer arm of which is so arranged as to free it from the objection of becoming a lee shore, is necessary to render the harbour sufficiently tranquil for the safety of any number of vessels in easterly and south-easterly gales.

I have now to state my opinion as to how far these works will affect the existing currents of tide in the bay, and whether the changes they may produce in those currents are at all likely to cause accumulations of sand in the proposed harbour, or seaward of the entrance.

It will be seen in the accompanying Chart, No. 2, that, as might be expected, the southerly set of the stream of flood-tide wheels past the "Heugh," and then bending round, makes the circuit of the bay, so long as the "Long Scar" rocks are an obstruction to its direct course southwards; but that, as soon as those rocks are sufficiently covered, the northerly set or eddy which they cause along the shore of the present docks and harbour, is reduced to what is simply due to the stream passing into the bay and the "Great Slake." It will also be observed that the strongest inset current does not exceed a mile and a quarter an hour off the "Heugh," whilst the strongest which enters the bay does not, during the whole tide, exceed half that velocity. These are streams too languid to move, to any extent, the sands formed on the coast.

As regards the ebb, it makes an easterly set from the west shore to the "Heugh," where it falls into the general set of the coast stream to the north. But it appears thas the ebb stream in the bay is still more languid than the flood; and, with the exception of that from the old harbour, is not sensibly felt after half ebb, when it is checked by the uncovering of the "Long Scar" rocks. The ebb therefore is still less capable than the flood of producing any influence in the scour of the bay, except in so far as is due to the backwater penned up in the "Slake," and which is used as a scour at low water for the narrow channel leading to the old harbour.

The changes which take place in the sands under the "Heugh" must not therefore be supposed to be due to any appreciable extent to the tidal currents; on the contrary, like the changes found to take place on the inclination and uniformity of the sands on the west shore of the bay, they are due to the roll and break of the waves which enter in northerly gales by the "Heugh," and which, running round the bay, exercise a strong tendency to form a continuance of its sandy beach across the channel leading to the old harbour, and which is only prevented by the scour from the "Slake."

Thus it may be anticipated that as the chief agent at present in operation to collect the sands in this bay is the sea, its exclusion, by removing the cause, will also remove the effect. That this will materially facilitate the maintenance of the channels leading into the old harbour and the West Docks need scarcely be added.

But it may be said that sand will be brought into the harbour with the current of flood-tide through its entrance, which, from the want of a like current in the harbour, will be deposited before the ebb can remove it. Doubtless, some sand will so enter, and will be deposited; but that it will be infinitely

small in quantity will be plain from this fact. At present the flood stream and the sea which enters the bay both form on its west shore an eddy which is favourable to the deposit of such sand as the water may hold in suspension. The effect of this eddy, the ebb stream is neither of sufficient strength or duration to overcome. The consequence that might be expected, is a bank formed under the "Heugh"; and that such a bank exists is proved by the soundings which show, as will be seen by reference to the chart, that, whilst on the north or "Heugh" shore of the bay, by which the waves enter, the water shoals rapidly, on the south side the deep water extends close up alongside the "Long Scar" rocks.

This bank, however, is one of comparatively unimportant extent. Looking therefore to the fact that there has been available for its formation the sand brought in by the continual fresh supplies of water coming round the "Heugh" during the six hours of flood, the inference is, that there is but a very small quantity of sand held in suspension, and that as the quantity of water passing through the entrance during each flood will be only that necessary to fill the harbour once, there is no reasonable ground for apprehending a sensible diminution in its depth or in that of its entrance.

In favour of this argument it is further to be remarked, that the entrance is placed far seaward of the shore, that the ebb and flood streams in the harbour will be equal in strength and duration, and that cross currents will be avoided.

For these several reasons, I am quite satisfied that a harbour formed as now proposed, free as it is from all the difficulties of maintaining the depth and entrance to a great estuary, will not be liable to injurious shoaling, either inside or at its entrance.

Before closing the description of the general design, I would state that I have supposed the angles in the main piers, as well as their heads, to be so formed as to admit of having batteries placed upon them.

As regards the mode of constructing the piers, I propose to build them with upright walls from the foundations, making use of the stone which the locality produces for the most part. This stone is, however, of such a nature, being magnesian limestone, that it must be formed into large and uniform masses of rubble masonry on shore. These masses I should propose to convey to their destination by stages raised along the line of the piers, from which they would be lowered by machinery, and then adjusted in their places by divers. For the face blocks, a harder description of stone, such as granite or whinstone, built up in rubble masses in a similar manner on shore, will be necessary.

I may observe that this mode of construction is by no means novel or uncertain of cost, whilst it admits of very rapid execution. Such large blocks (of brick for want of stone), built on shore and carried to the work, were proposed by me in 1845, for Dover Harbour; the plan has been for some time carried out with concrete, by Messrs. Walker & Burgess, at Dover and Alderney, and is that in use at Hartlepool in building the pier before described as now in course of construction there.

Built upon the above-named principle, I estimate the cost of the two piers as follows:—

The North Pier, at - - - - -	£. 425,000
The South Pier, at - - - - -	375,000
TOTAL - - -	£. 800,000

This sum includes 15 per cent. for contingencies, superintendence, &c.

As regards the time which the works would occupy, I have to state, that supposing the weather suitable for building operations to be not less than eight months in the year, which I think a fair supposition, the whole might be completed in six years.

I should recommend, further, that the North Pier, which might be completed in four years, should be first commenced. I need scarcely remark, that the completion of this pier alone would shelter a large portion of the bay from northerly and easterly gales, and make it a safe roadstead for a considerable number of vessels.

Doubtless

Doubtless the estimated cost is large in amount; but it must be remarked, that so also is the area of the harbour it would provide. As before stated, its area, up to low water, is upwards of 840 acres; the cost per acre is, therefore, under 1,000 *l*.. and less than 1,700 *l*. per acre on its anchorage area: a rate which is very unusually small, and which must be attributed to the favourable nature of the site for such a harbour.

The importance of securing the "Heugh" from further waste and reduction of the shelter it affords, no less to the bay than to the town and docks, is such, that I think the proper time has arrived for building a sea wall around it, from the North Pier, northwards, to where the high cliffs lose themselves in the sand-hills. This is not now a difficult, or, as compared with its importance, an expensive operation; supposing the wall, as I have designed it, to be carried on the high parts of the rocky shore, close to the cliffs, where its height will be comparatively small, and its foundations favourable, and where it will be greatly protected by the long foreshore of rocks between it and low water.

Built in a proper manner, and faced with granite or whinstone, I estimate its cost at 35,000 *l*.

In conclusion, I have only to refer to the wonderful growth and present importance of the Port of Hartlepool.

So recently as 1832, Hartlepool was comparatively an insignificant port, chiefly the resort of fishermen; in that year it was deemed a suitable place for the establishment of a dock for the shipment of coals. In 1835 the dock was opened, and being connected with the coalfields of the interior by a railway, Hartlepool entered the lists as a competitor with the other coal ports of the coast. The trade had so far increased, and the docks had become so profitable in 1847, that a rival Company was formed for the construction of new docks and another railway; these have been for some time completed, and the result is, that there cleared out of Hartlepool last year, according to the returns furnished to me, upwards of 10,000 vessels.

Nor must it be assumed that this marvellous commercial growth has nearly reached maturity. Year by year the coasting trade has been added to in an increasing ratio, and latterly a large general business has been commenced with Hamburgh and other ports in Germany.

There is some justice therefore in the pretensions of Hartlepool to be regarded as the most prosperous and increasing port on the coast. Consequently as respects the funds for the construction of such a harbour as I have described, it may I think be assumed with propriety, that there is no other site on the coast where it could be placed, which would yield from local trade so large a contribution towards its cost.

In conclusion I would again remark, that the official returns of the loss of life and property on this coast within the last few years, leave no doubt that the question of how soon, and in what manner, such losses can be lessened, if not entirely prevented, should have the best consideration and early decision of their Lordships.

I return herewith all the charts and papers forwarded with your letter of the 10th April last.

I am, &c.

James M. Rendel.

To the Secretary, &c. &c. &c.
Admiralty.

REPORT of Mr. *Calver*, R. N., on the proposed HARBOUR of REFUGE in HARTLEPOOL BAY.

Sir, Sunderland, 31 March 1855.

I HAD the honour to receive in due course the description and plan of the proposed Refuge Harbour at Hartlepool, and also their Lordships' order to report upon certain points connected therewith, transmitted in your letter of the 24th instant.

Though I have been for many years well acquainted with the Harbours and Bay of Hartlepool, I thought it prudent to perfect my information by revisiting the spot; this I did on Tuesday last, when I made a selection from the results of the valuable periodical examinations of the bay conducted by Mr. Mossman, the haven-master, possessed myself of various documents bearing upon the case, and heard the opinions formed regarding the measure by Mr. Mossman, and by Messrs. Caseburn and Robinson, civil engineers, resident on the spot, and who may be said to represent the views of parties formed against the proposed measure. Since my return, I have given my best consideration to the subject, and now beg to report.

The case which their Lordships have referred to me is of no ordinary importance. Situated as Hartlepool Bay is, at an easy tide's sail south of the large coal ports, and at the head of the bight formed by the coasts of Durham and Yorkshire, or in what may be termed the focus of wreck, the Refuge Harbour is intended to supply a want which has long been felt by the eastern coasting trade, but against the accomplishment of which physical difficulties have always presented themselves. I mention this, because, though the promoters in declaring this to be their principal object claim for the measure the most favourable consideration, yet it is absolutely necessary to be borne in mind that a Refuge Harbour, to satisfy the wants of the coasting trade, presupposes a careful selection of the best site, the projection of the harbour on recognised principles, and that the whole should be the result of the best collective opinion (engineering and nautical) which the country can produce. Considering the nature and magnitude of the interests involved, I know of no subject which more demands the benefit of patient inquiry, or one in which it is so imperatively necessary that no mistake as to principle should be made.

The project now before their Lordships is the revival of an old idea; for attention has long been directed to the form of Hartlepool Bay as apparently adapted for a work of the sort. Its promontory, or heugh, projects nearly a mile beyond the general line of coast south of it, and thus affords a horn of protection for vessels in northerly gales; while the Long Scar, a half-tide ledge, projecting out from the main a mile farther to the southward, gives protection in southerly gales. The bay lying between the two is thus partly enclosed, but is open to the eastward, and the present scheme has accordingly been devised to supply the deficient protection. It is proposed to erect very extensive north and south piers, or breakwaters: the former projecting from and serving as a continuation of the heugh; the latter resting upon and being in continuation from the Long Scar; the space left between their heads, as an entrance into the bay, being from 1,000 to 1,100 feet wide, and facing south-east by south. These works are to embrace an area of 840 acres, now covered at high water; and 393 acres, having a depth of 15 feet and upwards at low water springs, may be considered as the minimum space to be afforded for refuge purposes at that time of tide.

The

The points referred to by their Lordships are the following:

1st. How far the proposed enclosure of the bay would be likely, or otherwise, to cause the interior space to silt up, or shoal, as exemplified in the cases of Howth and Kingstown Harbours respectively.

2d. In what manner the projection of the proposed work seaward on that part of the coast, would effect the entrance to the Tees navigation.

Effects which have followed similar works, are the only safe guide in forming an opinion in the present case. Among the ports on the north-eastern coast, there does not exist a suitable example to illustrate the probable effects of the proposed work; for the harbours, though numerous, are small, and are generally formed at the outlets of rivers, defended by piers or otherwise. The cases mentioned by their Lordships are, however, very instructive, as results have, in them, been broadly worked out; Howth Harbour having sanded up, so as to become nearly useless, while Kingstown Harbour has remained almost as free from deposit as on its first formation. If caution be observed, so as not to confound cases, a consideration of the causes which have probably produced this marked difference, will be exceedingly useful in leading to a sound opinion in the present instance.

The great agents of change upon all seaboards are the waves and the currents, tidal or otherwise; the former in destroying and disturbing, the latter in suspending and transporting; and the various modifications of these mechanical processes are all apparent to common observation. Matter suspended in water, and depending on motion for its support, is deposited upon entering a harbour or other sheltered place; the time in which it is so deposited depending on the gravity of the matter, the repose of the water, and the depth of descent; and as a general fact (and with singularly few exceptions), these accumulations gradually increase in all closed harbours or still-water basins, according to their varied circumstances of exposure, surrounding matter, extent of surface, and depth.

Referring to the selected examples, and to a plan of the Irish coast, it will be observed, that Howth Harbour is upon the north side of the Hill of Howth, and that it has close to the westward of its entrance an extensive sandy foreshore, known as the Baldoyle Spit. In northerly and north-easterly gales, the waves burst upon this strand, and the water, by this means, charged with sand, enters Howth Harbour, which is comparatively still; and the mechanical action necessary for the suspension of the sand being thus reduced, deposition of the heavier, and then of the lighter particles, rapidly takes place. Kingstown Harbour, on the other hand, is upon a plain shore on the southwest side of Dublin Bay, and though it has also extensive sands in close neighbourhood, they are within or to the westward of it. From Kingstown Harbour, the outer horn of Dublin Bay bears E. N. E., and waves of any weight entering the bay, must therefore be from a direction eastward of that bearing; in other words, the waves must proceed from Kingstown Harbour towards the sands, and not from the sands towards the harbour, as in the case of Howth.

There are other points of comparison in favour of Kingstown, such as its greater space, &c., but the principal one is this: that, although the ebb stream runs in a direction from the sands towards the harbour, yet, should the water be charged, it is comparatively harmless, as the water is then running out of the harbour, and the flood stream advances from a clean iron-bound coast. No doubt there are other minor agencies at work; but to the foregoing causes, thus broadly expressed, the marked difference between the two harbours appears to be owing.

Applying the experience thus gained to the case of Hartlepool: it is assumed, that if the water to supply the contemplated harbour can be charged with sand by the wave-stroke, that the harbour will silt or sand up like Howth; if not, then it will keep clear like Kingstown.

There are also two other cases from whence some instruction may be drawn: the first is that of Lowestoft, where a tidal basin of 18 acres, enclosed by close piers, was formed outside the coast line in 1847, at which time I surveyed it. I examined it again minutely three years afterwards, and the following extract is from my Report to Sir Francis Beaufort:

" In the case of an artificial harbour like the present, embracing by piers a large space of still water, without any current passing and re-passing, it

> is natural to expect a gradual decrease of depth. Accordingly I find, that although the inner half of the harbour has not materially altered, yet deposit to a considerable extent has taken place in other portions, to as much as 10 feet on the south side and six and seven feet on the north side."

Lowestoft Basin is in a worse position than even Howth Harbour, for it has moveable sands in the front and at the sides, and the water in high winds is thus charged from every direction.

The other instance is that of Grimsby; and though it is not exactly similar to the cases already cited, being in an estuary and not exposed to the wave-stroke, yet it shows very forcibly the evil of forming a still-water basin to be supplied with water that is charged with matter. In 1847, after the circuit of the new dock at Grimsby had been completed by cofferdam or otherwise, I was directed to make certain observations upon the deflection of the tide-stream and other points of interest at the time. In my report to the Hydrographer detailing results, the following remarks occur:

> "The new dock forms in itself a point; accordingly it will in time be troubled with the evil common to all points in rivers, viz. shoal water in front of it. At present there is nearly still water for 300 feet out from the works during the strength of the ebb stream, and a tendency to silt up will consequently exist within the dotted line marked on the sketch."

A tidal basin enclosed by piers of open piling was subsequently formed in front of the dock, embracing the space of still water above alluded to; and in this deposit has rapidly taken place, and the truth of the prediction of 1847 is now being confirmed. An aggravated deposit was the certain effect of the works in these two instances; but I am not aware that this serious drawback was pressed upon the attention of the promoters of the respective measures.

These several examples have an application more or less direct to the projected harbour at Hartlepool. To compare the cases as to situation: it is evident that having sands on either side of it from whence the water may become charged, Hartlepool is not in so favourable a position as Kingstown: it is not so unfavourably placed as Lowestoft, with its moveable sands on all sides; nor as Grimsby, for sea water is never so heavily charged with matter as the water of the Humber; nor as Howth, with a sandy strand close to its entrance, but it has somewhat in common with this latter case.

Sir Henry De la Beche remarks that, "the discolouration of the sea to greater or less distances from the shore, according to the depth, is well known to be effected during heavy gales, and is due to the action of the waves, and not to that of the tide merely passing over sand or mud with a certain strength, and therefore must not be confounded with it;" and again, in another place, "in illustration of the power of waves to heap up sand and silt into bays, shells are uncovered and driven on shore during heavy gales from depths of even seven fathoms water, a clear proof of the action of the waves." The late Professor Edward Forbes stated, that "Shells of many kinds not known to live in a less depth than three fathoms at low water, are thrown up alive during gales of wind all round our coasts. In such cases, these animals which live beneath the surface of the mud, silt, or sand have to be uncovered, and then to be driven on shore against the exertions they may make to avoid it." Sir Henry then remarks, "The sizes of these animals are moreover such as to show, that if they can be moved in this manner, silt and sand may readily be so."

Now, an extensive sandy strand and sandy frontage ends only 1½ miles to the northward of the entrance of the projected harbour; and in northerly and easterly gales, the waves, lashing this foreshore, charges the water which would supply the Refuge Harbour during the latter half of the flood. In like manner, in southerly gales, they would suspend a portion of sand from the projecting sandy frontage at the entrance of the Tees. This, and the alluvial matter discharged from that river during the latter part of the ebb, would charge the water which would supply the proposed harbour during the first half of the flood; consequently (for I do not see how the inference is to be avoided), were Hartlepool Bay inclosed in the manner proposed, deposition would take place in it during the first half of the flood of matter supplied from the southward in southerly winds, and also during the latter half of the flood of matter supplied from the northward in northerly winds.

At the present time, with the disturbing and transporting power of the wave and stream acting constantly upon it, Hartlepool Bay, in common with all roadsteads similarly placed, remains comparatively stationary as to depth, and this by some parties is held to prove the absence of foreign matter, and that the bay may be inclosed without danger, especially as the stream passing over it is too languid to move the sand at the bottom to any extent. But this opinion is entirely to the neglect of the examples I have already quoted, and the effects which have followed in kindred cases, besides the instances of natural havens and estuaries that have become lost from sea deposit alone. The maintenance of depth in Hartlepool Bay is simply the effect of the combined action of the easterly sea-stroke and the tide stream. Intercept the cause by artificial works, and a decrease of depth will surely ensue, for Nature will make no exception; besides, several indications upon the spot all go to prove what the real effect inclosure would be.

Various surveys have been made of Hartlepool Bay, viz., in 1826, by the late F. Giles; in 1838, by the late Commander Slater, R. N.; in 1846, by myself; and continuously from 1846 by Mr. Mossman, the haven-master. The following changes have thus been detected, and partly recorded, in Mr. Curtis's Report upon Hartlepool West Harbour and Docks, 13th April 1850.

From 1826 to 1838 "the depth of water in the anchorage-ground and under the shelter of the heugh had decreased to an extent at the least of from two to three feet, the greatest amount of accumulation having taken place in the southern portion of the bay."

From 1838 to 1846 "a body of foreign matter had been deposited over an extent of not less than two-thirds of the low water area of the bay, and the quantity so deposited would appear to have amounted to nearly half a million of cubic yards; from specimens of the deposit which were taken up, it was found to consist of muddy sand. The situation in which it had been deposited, was somewhat similar to that of the shoaling which was shown to have taken place by the comparison of the Plans of 1823 and 1838, and in like manner was accompanied by a slight deepening of the in-shore portion of the bay, or that which skirted the low water line; the greatest amount of shoaling being unfortunately in the central portion of the bay, and in the anchorage ground, in which as much as from two to three feet of depth had been lost.

From 1846 to 1849 the inner portion of the bay had become deeper in some places and shallower in others; but the Inspector remarks, "A shoaling has taken place across nearly the whole width of the bay, at its entrance or mouth; and while the anchorage ground has thus deteriorated, the greatest loss of depth (more than three feet) has unfortunately taken place in the northern portion of the bay under the shelter of the heugh.

I have inspected the plans showing the results of the annual examinations by the haven-master, from which it appears that the mean depth of the bay has remained stationery since 1849; but beyond some fluctuations in the bottom, especially a progressive increase of sand in front of the West Harbour, the plans contain nothing to throw light on the general question.

All these changes are very instructive, proving not only the presence of foreign matter, but that it has a disposition to fill the deeper portion of the bay. As this result, from whatever cause arising, could only have followed from the tendency to deposit being greater than the disturbing and conveying power to prevent it, what is reasonably to be expected if the latter be intercepted altogether, and the most favourable circumstances for deposition be created?

Again: It is not to be supposed that the estuary of the Tees closely adjoining had always the same appearance which it now presents. A part of the matter by which it so extensively occupied, has no doubt been brought down by the river; but the great mass is purely sea sand, which, suspended by the waves in heavy weather, has here found a sheltered and quiet basin, and become deposited.

Sea sand, with other matter, is being continually dredged out of the tidal basin of West Hartlepool. Sand, in large quantities, has lodged in the space between the two harbours, the accumulation keeping pace with the extension of the West Harbour works; sand and other sea deposit is removed from the tide harbour and entrance channel of the old harbour by periodical sluicing, and at the present time a deposit of nearly three feet of matter, the greater part of which is sea silt, is being removed by dredging out of the Victoria Dock, a work which has been formed only fourteen years.

If, therefore, receptacles favourable to deposition are no sooner established round the margin of Hartlepool Bay than deposition immediately appears, I am at a loss to understand how immunity from the same evil can reasonably be expected in the case of the larger receptacle which it is now proposed to form.

Two statements that have been made in justification of a close harbour may here be briefly noticed: One is, that the sea has the effect of heaping up sand, and should therefore be excluded. That this is a misconception is clear; for it may be asked, how it is that strands and indentures which had remained unchanged for centuries, with the sea acting constantly upon them, have no sooner a partial cover afforded by harbour or other works than banking and shoaling in the vicinity of such works immediately take place. The other statement is, that silting will not ensue if the current into the closed harbour runs at a slower rate than that passing its mouth, as less sediment will then, it is said, be taken into the harbour. The soundness of this opinion is not very apparent; for as deposition is not instantaneous, but requires time for its accomplishment, in proportion to the gravity of the matter suspended, the weaker current given off to meet the demand in the harbour, must on entering be as fully charged as the the stronger current. On these points, however, it is not necessary to enlarge.

All I have now offered is in illustration of the first point to which their Lordships directed my attention, and I have endeavoured to show that if due weight be given to those cases where deposition has taken place in close harbours, and to the causes which have been in operation; to their direct bearing upon the projected Refuge Harbour, and to certain circumstances which have occurred in the neighbourhood of the proposed site, they all lead to the conclusion that Hartlepool Bay would silt up, were it enclosed as proposed by the present Bill. To what extent deposition would take place is more a matter of opinion, but I have no reason to suppose the amount would be small.

There are several other material points connected with the measure, to which I may perhaps be allowed briefly to draw their Lordships' attention.

The general shallowness of Hartlepool Bay, and the risk which must necessarily attend its enclosure, is a strong argument against the attempt. Only 393 acres of the whole extent proposed to be embraced by these extensive and costly works would have a depth of 15 to 24 feet, and be available for refuge purposes at low water, the average draft of loaded colliers being about 14 feet. A mean deposit of less than 5 feet would therefore entirely destroy it as a low water harbour; and if it be remembered that the Victoria Dock has silted up to the extent mentioned, although the sea water has been admitted into it for only a portion of the tide, the gates being often shut at the time the water in the bay is most charged with matter, also that the deepest portion of the bay had shoaled considerably between the periods of comparison from 1826 to 1849, there seems to be ground for pausing before entering upon the execution of the scheme.

Again, were Hartlepool Bay enclosed, sluicing from the inner harbours would have to be discontinued. As at present pursued at the old harbour, the practice is to retain the contents of the slake till near the time of low water; when, the sluice gates being raised, the discharge passes through the tide harbour, the entrance channel, and full upon the bar, which is generally shifted by the operation into deeper water. After a time, the bar is moved in again by the action of the waves; but were these latter intercepted by artificial works, the bar would remain stationary as to position, and it would increase in height were the process of sluicing persisted in. Not only so, but as the sluicing stream, heavily charged with matter, reaches the centre of the bay to the position marked A. on the accompanying Plan, it would have the effect of shallowing the proposed harbour to the same limit.

Again, the present measure is intended to supersede the erection of a pier now being carried out by the Pier and Port Commissioners, under the provisions of the Act of 1851. This pier, 600 feet of which is founded, runs in a S. by E. direction, and it is intended to carry it 500 yards farther, with its head in 22 feet at low-water springs. It is, in fact, a continuation of the Heugh, and directly adds to the shelter afforded by that promontory; it may also be regarded as an experiment, for if allowed to be completed, it will test how far it is possible, without risking the depth, to add to the shelter of Hartlepool Bay. As the work proceeds, any tendency to silt up will have to be carefully watched, and the extent to which it should be carried may be modified or not according to the test of experience; for no doubt there is a point to which it may be extended,

without materially interfering with the depth within. When this is clearly ascertained, it may then be time enough to consider whether it be possible, by some detached work or otherwise, to complete the protection in the bay without destroying all motion, or materially interfering with the rotation of the stream. A permanent harbour of refuge might thus be obtained, without any of the risks which appear to characterise the present scheme.

I might also remark upon some objectionable features in the design of the piers; upon the direction of the entrance, which, in a nautical point of view, is defective; and upon the precise inner line of deviation so entirely out of place in a work of this sort; but these are matters of detail, and subordinate to the general question.

The second point referred to by their Lordships is, "In what manner the proposed work, seaward on that part of the coast, would affect the entrance to the Tees navigation."

I believe the effect would be small, but that little would be beneficial rather than otherwise. At the entrance of the Tees there is a wastage of scouring power, as a considerable portion of the ebb stream passes over and within the North Gare, and its effect is consequently lost at the bar where it is most needed. Were a harbour constructed in Hartlepool Bay it would deflect both the flood and ebb streams, so that they would enter and leave the Tees in a better form than at present, and the channel would have a tendency to become more direct; under which circumstance the bar has always been in its best state. I am not aware of any other effect the projected harbour would have upon the Tees.

The following summary of what I have offered is respectfully submitted for their Lordships' consideration:

I am of opinion that the present scheme is not entitled to the support of their Lordships,—

Because, being projected in disregard of the evils which have followed in similar cases, it is defective in principle, and only calculated for a time to answer the end proposed.

Because, the failure of such a scheme would destroy a roadstead which is now of great advantage to the coasting trade, and seriously affect the prosperity of two rising ports.

Because it supersedes a work now in progress projected on sound principles; and which, if carried forward with cautious deliberation, is calculated to insure nearly all the beneficial results proposed by the present measure, without involving such serious risks.

Upon the second point, I am of opinion that the construction of a harbour of refuge in Hartlepool Bay would have a slight beneficial effect upon the entrance of the Tees.

I have, &c.

(signed) *Edward Kilwick Calver*,
Admiralty Surveyor.

The Secretary of the Admiralty.

LOCAL ACTS.

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

[29.—Hartlepool Pier and Port Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
27 *April* 1855.

110—(29).

Under 3 *oz.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

30.—*West Somerset Mineral Railway Bill.*

The objects of the promoters of this Bill are the incorporation of a Company; the formation of a Railway and Branch Railway; Purchase or Lease of undertaking of Trustees of Harbour and Quay of Watchet; and erection of a Wall on the south side thereof.

The only questions coming within the jurisdiction of the Admiralty are certain proposed interferences below high-water mark within, and at Watchet Harbour, which, as far as can be learned from the deposited plans, are not likely to be injurious to navigation.

Their Lordships have, therefore, only to require that detailed plans and sections of all works below high-water mark be subject to the approval of the Admiralty, and be only executed in conformity with such approval.

Admiralty, 26 April 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[30.—West Somerset Mineral Railway Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
27 *April* 1855.

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

31.—*Grand Surrey Canal Company's Bill.*

The objects of the Bill are, to change the name of the Company, to amend Acts, and to authorise the construction of a new dock entrance from the Thames, and of additional dock and other works, and for other purposes.

The docks and works proposed to be built are important and extensive, but are not situated in the tideway, nor do they affect any public navigation except as regards the construction of the proposed new entrance.

This last constitutes the only work interfering with the Admiralty jurisdiction; and their Lordships will only require that the sites and plans of all the outward works abutting on the tideway be subject to their Lordships' approval, and be only constructed in conformity with the same.

Admiralty, 26 April 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[31.—Grand Surrey Canal Company's Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
27 *April* 1855.

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

32.—*Weymouth Waterworks Bill.*

The objects of this Bill are to enable the Weymouth Waterworks Company to increase and extend their supply of water and to construct new Works.

The only portion of the scheme requiring their Lordships' attention is the crossing of the harbour by a water-pipe to be laid down on the draw-bridge, and their Lordships having required information as to the mode of effecting the object, have been informed in reply that the pipe for the supply of water to the district south of the harbour is intended to cross the opening bridge by a flexible connexion of at most four inches in diameter, fitted with hose pipe unions, so as to be instantly detached, and that it would be very difficult, as well as very expensive, to carry the pipe under the bed of the harbour.

The Lords Commissioners of the Admiralty are of opinion that, as so proposed, considerable inconvenience might arise either to the passage of ships through the draw-bridge, or to a regular supply of water to the consumers, and would prefer that a connexion-pipe be laid down under the bed of the harbour. If, however, the promoters be very desirous of applying the flexible and disconnecting pipe across the bridge, their Lordships will assent to the same under two conditions:

1. That the detention of every vessel through such arrangement be compensated for by a fine.

2. That at any time, at six months' notice from the Admiralty, the promoters shall lay down a pipe under the bed of the harbour, and remove that across the bridge.

Admiralty, 26 April 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[32.—Weymouth Waterworks Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
27 *April* 1855.

110—(32).

COPIES of ADMIRALTY REPORTS under PRELIMINARY INQUIRIES ACT.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the ADMIRALTY, under Act 14 & 15 Vict. c. 49.

33.—*Barrow Harbour* (*Bill.*)

THE objects of the Bill are the following:

1. To obtain power to increase the tonnage rates on vessels to an amount not exceeding 6 *d.* per ton within the existing Harbour limits.

2. To establish outer Harbour limits, between which and the inner Harbour limits, the Commissioners seek power to levy a rate of 1 *d.* per ton on all vessels.

3. To borrow 30,000 *l.* in addition to the sum already authorised.

4. To repeal clauses 14, 24, and 38 of the Barrow Harbour Act of 1848, &c.

The great extent of the proposed outer limits of the Harbour, inclosing the whole of the Duddon Estuary on the north, and Piel Harbour on the south, presented a case interfering so largely with the local interests, as induced the Lords Commissioners of the Admiralty to direct a local inquiry to be made under the Preliminary Inquiries Act, that ample opportunity might be given to parties locally concerned being heard. Such inquiry was duly carried into effect, and the report of the Inspector is herewith appended for the information of the Committees on the Bill.

The 2d section of the Bill proposes to repeal the 14th clause of the Act of 1848, which describes the existing limits of the Harbour; it is, however, obvious that under the 8th section of the Bill such limits are to be maintained for the purpose of levying the principal rates, those not exceeding 6*d.* per ton under the present Bill.

The 4th section of the Bill describes the proposed new or outer Harbour limits, between which and the inner limits, 1*d.* per ton may be demanded on all vessels.

These outer limits commence on the north, in the parish of Willom, county of Cumberland, by an imaginary line proceeding from the shore, due south from the summit of Black Comb, and so continuing for about 5¼ nautic miles, until the Bell Turret of St. Mary's Church, in the Island of Walney, bears due east thence in a direct line towards Wyre Lighthouse, touching the south-west point of Walney Island for about eight nautic miles, or until the centre of Foulney Island bears due north; lastly, in a direct line to Comfort Point, in the county of Lancaster, five nautic miles, being a total length of 18¼ nautic miles of sea limits, a very unusual extent of jurisdiction and taxation for so small a harbour as that of Barrow.

On the south, the new and extended harbour limits include Piel Harbour and the approaches thereto, which have been from time out of mind a public refuge harbour for the coasting trade.

The Board of Trade reports on the above limits to the House of Commons, and observes, "It would appear that the limits as defined in the Bill, are such that vessels trading between the places situated outside the limits of the harbour, might, without using it, be made liable to a toll, which would be in the nature of a passing toll."

The Lords Commissioners of the Admiralty concur in this remark, but they must take the preliminary objections to the above-named limits: 1st. That to the north of Walney Island they include the whole of the channel and estuary of the Duddon, which is quite a distinct and separate navigation, except a small portion on the south occupied by the Scarth channel, which gives an imperfect entrance to Barrow Harbour on the north.

In return for, or in justification of these extended limits of taxation and jurisdiction, it does not appear that the Barrow Harbour Commissioners undertake any distinct or positive works of improvement, or that the Bill binds them to expend any definite amount of money within any given period of time for the benefit of navigation.

Under these circumstances their Lordships must object entirely to the proposed outer or extended limits of jurisdiction and taxation. Their Lordships would, however, be willing that the inner, or existing limit, to the north of Barrow, be extended, so as to include that portion of the Scarth channel bounded by a line forming a tangent with the north-west end of Walney Island, and with the north-west shore of Sandscale Haws Farm, and within such new limits on the north, and the existing boundary on the south. Their Lordships are quite willing that the Commissioners should obtain power to levy a duty not exceeding 6 *d.* per ton, which seems to be required for the improvement of the Harbour.

The 13th clause of the Bill relates to an Act of Parliament passed in 1846, giving power to the parties named therein to embank and reclaim from the tides the Salthouse sands adjoining Barrow, and containing about 600 acres of tide lands; but as the works in question do not appear to have been proceeded with, and as the 43d section of the Act, for the object, limits the time for commencing to four years, it would appear the power under this Act had expired.

In conclusion, their Lordships wish to draw the attention of the Committee on the Bill to the report of the Board of Trade on the same, pointing out the omissions of certain general provisions.

The evidence taken at the Local Inquiry before the Inspector, and the Appendices to his Report, referred to in the margin of the same, are not presented, but will be at the service of the Committee when required.

Admiralty, 30 April 1855. *R. Osborne.*

REPORT of *James Abernethy*, Civil Engineer.

BARROW HARBOUR BILL.

Note.—The Figures in the margin refer to the Pages of the Evidence.

To the Secretary to the Admiralty.

3, Parliament-street, Westminster,
24 April 1855.

Sir,

I, the undersigned, being the surveying officer appointed to make the preliminary inquiry in the case of the above Bill, under the statute 14 & 15 Vict. c. 49, beg to present the following Report:

In pursuance of the instructions given me, I proceeded to Barrow, and held an inquiry relative to the provisions of the Bill, at the Furness Abbey Hotel, on the 28th ultimo, of which inquiry I had previously given due public notice in the Liverpool Mercury, the Lancaster Gazette, and the Ulverston Advertiser, and also by bills posted in the neighbourhood. I also inspected, in company with Mr. Stileman, the engineer, and others, the harbours of Piel and Barrow.

At the inquiry, the Right honourable the Earl of Burlington, the Chairman of the Barrow Harbour Commissioners, accompanied by Mr. Curry, solicitor of London, and Mr. Stileman, of the firm of Messrs. M'Clean & Stileman, engineers, appeared for the Promoters, and in opposition to the proposed Bill; Mr. Postlethwaite, solicitor of Ulverston, for the shipowners of that town; Mr. Swainson, of Lancaster, for the Commissioners of the Port of Lancaster; Mr. Younghusband, for the Commissioners of the Port and Harbour of Whitehaven; Mr. John Williams, master pilot of Liverpool, on behalf of the Pilots' Committee of that port; Mr. F. Kent, on behalf of the merchants and shipowners of Fleetwood; and Mr. Sandbach on behalf of the captains and masters of vessels trading to that port. Various other parties interested for or against the measure were also present during the inquiry.

The provisions of the Bill necessary to notice, as affecting the jurisdiction of the Lords Commissioners of the Admiralty, are—

First. Clause 4, extending the harbour limits of the former Act of 1848. On the deposited plan the extended harbour limits are proposed to include the whole of the Duddon Channel and Estuary up to near Boughton, and the whole of the Harbour of Piel.

As a plea for this proposed extended jurisdiction it is urged, in regard to the Duddon Estuary, that certain improvements are contemplated at its entrance, from which vessels frequenting the Channels are expected to derive some advantages; but from the evidence it does not appear there are any definite plans of such improvements, nor does it seem that in regard to the north entrance to the Harbour of Barrow from the Duddon Estuary that its improvement is an object of importance, inasmuch as but few vessels, and those of the smaller class, pass that way to and from the harbour; but even if improvements were carried out there, it would only be in relation to the Scarth Channel, and not to the Duddon Channel. 45. 44. 39. Appendix (C). Plan and Section.

For the above reasons I therefore cannot understand on what grounds it is proposed to extend the limits of Barrow Harbour over the whole of the Duddon Estuary, including the Harbour of Borwick Rails, which affords shelter in stormy weather for the larger vessels frequenting it. 12.

In regard to the Harbour of Piel also, included within the proposed extended limits, it is stated that the great increase that has taken place in the number of vessels frequenting Barrow Harbour has caused confusion and want of order among the vessels using it, and therefore it is necessary to appoint an additional harbour-master, and to give increased accommodation by mooring buoys and perches. Appendix (A). 4-36, 37. 40. 5.

Piel Harbour has long been used as a harbour of refuge in stormy weather for vessels generally frequenting the North-west coast, and also for windbound vessels, and doubtless, when much crowded, the passage of vessels up to Barrow may be impeded, and in the event of a still further increase in the trade of Barrow, it may be advisable as far as possible to observe certain regulations with regard to mooring vessels; but as Piel has been for a long time a public harbour of refuge, and is also much used by vessels passing up to Ulverston, it appears to be an interference with the public interests to vest a jurisdiction over it in the Barrow Harbour Commissioners; and as regards the appointment of a harbour-master, it is not easy to see how he could direct the mooring of vessels running in under stress of weather, particularly in hazy weather, or during the night; while the anchorage being good, mooring buoys would not only be unnecessary but rather dangerous. 16, 17. 20. 58. 88. 63. 69. 59. 121, 122. 126. 133. 137. 139. 143. 138. 144. 74. 76, 77. 124. 134. 141.

Second. Clause 8 of the Bill, by which it is proposed to empower the Commissioners to levy a rate not exceeding 1 *d.* per ton on all vessels entering within the proposed extended limits of the harbour, and of 6 d. per ton on all vessels entering within the limits of the harbour as defined by the Act of 1848. In regard to the first of these rates, it does not appear from the evidence that any definite works are proposed by which the shipping frequenting Piel Harbour and the Duddon Channel would derive advantage. As regards
103. Piel Harbour, it was given in evidence that 1,000 *l.* is proposed to be expended on mooring buoys, which it does not appear to be requisite, while the works at Duddon, so far as they are defined, refer only to the Scarth Channel.

With respect to the proposed rate of 6 *d.* per ton on vessels frequenting the harbour within the present limits, it is seen from the evidence that the present revenue is not
Appendix (B), 38. sufficient to carry out any extensive improvements within the harbour, but the increased rate of 6 *d.* per ton as a maximum, I am of opinion, is required to meet the necessary expenditure.

Third. By Clause 9 of the proposed Bill, the Commissioners seek power to borrow at interest, on the credit of the several rates and tolls, a sum of money not exceeding 30,000 *l.*, over and above the sum of 5,000 *l.*, which they were authorised to borrow under the Act of
Appendix (B). 1848. From the evidence and printed accounts, it is shown that 2,000 *l.* only have been
60. borrowed under the powers of this Act, and the total sum expended on works for the im-
48. provement of the harbour amounts to 1,895 *l.* 8 *s.* 1 *d.*, or, together with the cost of a dredging
31, 32. machine and steam tugs, to 7,395 *l.* 8 *s.* 1 *d.*

The work proposed to be executed under the powers of the Act of 1848, in addition to providing proper buoys and perches, was the deepening and improving of the Barrow Channel, so as to make it the proper sailing channel, instead of the present Walney Channel,
26. but with the exception of a limited amount of deepening in the immediate neighbourhood of Barrow, no portion of this work has been carried out, nor does the present revenue seem to be sufficient to meet the necessary expenditure; but under the proposed Bill, although
5. the rates are to be doubled, and powers taken to borrow the sum of 30,000 *l.* for the purpose
44, 45. 105. of improving the navigation from Piel to Barrow, no defined plan showing the nature or extent of the proposed works is referred to in the Bill, but I infer from the evidence of the
65, 66, 67. 99. engineer and harbour-master, and from plans and sections which have been furnished me
Appendix (C). since the inquiry, that it is now intended to abandon the formation of the direct sailing
Plan and Section. channel to Barrow, shown on the plan of 1848, and to deepen and improve the Walney
65, 66, 67. 99. and Scarth Channels; it being urged that it would be more expensive to carry out the plan of 1848, and that the Walney Channel could be more easily maintained. As regards the question of expense, I think there would be but little difference between the two plans, as although there is a less amount of deepening to be executed in the Walney Channel, it is of considerably greater length, and I am of opinion that the channel proposed in 1848 would
107. not silt up if formed, as from my own observation and the evidence adduced, it appears that there is little or no tendency to accretion in Barrow Harbour. The channel of 1848 is more direct, and at least 1 ½ miles shorter as between Barrow and Piel Pier than the Walney Channel.

In conclusion, from the evidence given at the inquiry, and my own observation, I am of opinion,

1st. That it is inexpedient to extend the limits of the Harbour of Barrow beyond those defined by the Act of 1848.

2d. That it is desirable to increase the rate on vessels frequenting the Harbour of Barrow within the limits of the Act of 1848.

3d. That the plan for improving the channel to Barrow shown on the plan of 1848, and referred to in my Report, of date 7th March 1848, to the Lords Commissioners, should be adhered to.

I have, &c.
(signed) *Jas. Abernethy.*

APPENDICES.

(A.)—Statement of Tonnage for Five Years, ending 30th June 1854.

(B.)—Statement of Accounts, 30th June 1853.

(C.)—Two Sheets, Plan and Section; Barrow Harbour Extensions, Session 1854-55, showing proposed deepening in Walney and Scarth Channels.

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[33.—Barrow Harbour Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
1 *May* 1855.

110—(33).

Under 1 *oz.*

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

34.—*Great Western and Brentford (Thames Junction) Railway Bill.*

The Works proposed under the Bill are,—

1. A Branch Railway, commencing by a junction with the Great Western Railway, near the Southall Station thereof, and terminating on the banks of the Thames near Brentford, a total distance of about 4½ miles.

2. A Dock, and other necessary works and conveniences, parallel to the line of Railway at the Terminus, and with a Lock Entrance from the River Thames thereto.

The line of Railway interferes in various places with the Grand Junction Canal by crossings, as shown by the continuous centre line of way on the deposited Plans; but their Lordships do not apprehend any injury will arise to the navigation therefrom, and have only to require that working plans of the Dock's entrance from the Thames be subject to the approval of the Admiralty, and be only executed in conformity with plans so approved.

Admiralty, 30 April 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[34.—Great Western and Brentford (Thames Junction) Railway Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
1 *May* 1855.

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

PRESENTED TO PARLIAMENT BY HER MAJESTY'S COMMAND.

1855.

REPORT of the Admiralty, under Act 14 & 15 Vict. c. 49.

35.—*East Kent Railway (Extension to Dover) Bill.*

The objects of the Bill are to enable the East Kent Railway Company to extend their authorised Line from Canterbury to Dover; to construct two Branches at Dover; to increase the Capital of the Company, and for other purposes.

The Works consist of a main line of way commencing by a Junction with the East Kent Railway about 6 furlongs west of the City of Canterbury, and terminating in the Town of Dover, near the Harbour, total distance 16¾ miles; a branch from the main line at Dover to the Admiralty Pier, now in course of construction, being 3 furlongs and 10 chains in length, and a Harbour branch proceeding out of the last-named, along the Quay to the Foot Bridge, 1 furlong and 5 chains in length.

The Lords Commissioners of the Admiralty consider the proposed line to Dover may prove very useful to Government, as well as to the public; the only interferences with their Lordships' jurisdiction are by the branch line of Railway or Tramway to connect the main line with the Admiralty Pier in Dover Bay, and by the crossing of the River Stour at Canterbury by the main line; and their Lordships assent to the Bill under the following conditions:—

1. As regards the branch to the Admiralty Pier; that none of the proposed works, nor others affecting the Admiralty Pier, or approaches thereto, be commenced upon without the previous consent of the Admiralty, and then only under such conditions and management as the Admiralty may agree to; and that such works and management at any future time may be modified, altered, or entirely removed and terminated, should the Admiralty so require, on giving reasonable notice to that effect.

2. As regards the railway crossing of the river Stour at Canterbury, their Lordships require the plans of such crossing to be subject to their approval.

Admiralty, 8 June 1855. *R. Osborne.*

LOCAL ACTS.

COPIES of Admiralty Reports under Preliminary Inquiries Act.

[35.—East Kent Railway (Extension to Dover) Bill.]

(Presented to Parliament by Her Majesty's Command.)

Ordered, by The House of Commons, *to be Printed,*
8 *June* 1855.

110—(35).

THE THIRTY-THIRD

REPORT

OF THE

COMMISSIONER

OF

HER MAJESTY'S

Woods, Forests and Land Revenues:

IN OBEDIENCE TO THE ACTS OF 10 GEORGE IV. (CAP. 50),
AND 2 WILLIAM IV. (CAP. 1);

BEING

THE FOURTH REPORT

UNDER THE ACT OF THE 14 & 15 VICT. (CAP. 42).

Dated 28 JUNE 1855.

Ordered, by The House of Commons, *to be Printed,*
2 *July* 1855.

REPORT - - - - - - - - - - - p. 3
APPENDIX - - - - - - - - - - - p. 51
Accounts - - - - - - - - - - - p. 139
INDEX - - - - - - - - - - - - p. 193

To the Honourable the Knights, Citizens and Burgesses
in Parliament assembled.

THE THIRTY-THIRD REPORT

Of the COMMISSIONER of Her Majesty's WOODS, FORESTS and LAND REVENUES; in obedience to the Acts 10 Geo. IV. c. 50, and 2 Will. IV. c. 1.;

BEING

THE FOURTH REPORT

Under the Act of the 14 & 15 Vict. c. 42.

PURSUANT to the directions of the Acts 10 Geo. 4, c. 50, 2 Will. 4, c. 1, and 14 & 15 Vict. c. 42, I have to report to Her Majesty and to the Houses of Parliament what has been done in the management of the Hereditary Possessions of the Crown in charge with me in the year ended 31st March 1855. Pursuing the arrangement adopted in former years, I proceed to detail the various steps which have been taken under each of the following heads; viz.:—

The Land Revenues in England and Wales, and in the Isles of Man and Alderney.
The Royal Forests and Woodlands.
The Land Revenues in Scotland.
The Land Revenues in Ireland.

LEASES granted under Acts 10 Geo. 4, c. 50, 2 Will. 4, c. 1, and 14 & 15 Vict. c. 42.

I have granted 47 Leases of Property in England and Wales (not being situated within the boundaries of the Royal Forests), and in the Isle of Man.

Of these Leases, 45, particulars of which are given in Appendix, No. 1, have been granted under the authority of the above-mentioned Acts, and two have been granted under the Act 5 Vict. c. 1, which authorizes the grant of Building Leases of the Site of the Royal Kitchen Garden at Kensington, and are detailed in Appendix, No. 2.

Appendix, No. 1.

Appendix, No. 2.

The Leases included in the first Appendix may be divided into five heads; viz.:—

1st. Farms or Lands for agricultural purposes.
2d. Houses.
3d. Lands for building purposes.
4th. Mines and Minerals.
5th. Miscellaneous Properties and Interests of uncertain value.

Of the first class, it will be seen, on reference to Appendix, No. 1, that three Leases have been granted of Lands in the counties of Kent, Suffolk and Surrey.

The Total Acreage of the Lands comprised in these Leases amounts to 900 A. 2 R. 19 P., and the Gross Annual Rents reserved amount to £. 917.

Of the second class, six Leases have been granted of six Houses and a Stable situated in London, and one Lease of a House at Richmond, in the county of Surrey, at Rents amounting in the whole to £. 759.

Of the third class, six Leases have been granted of Building Sites for 19 Houses at Millbank, in the county of Middlesex, and two of Building Sites at Richmond, in the county of Surrey. These Lands had not been previously leased for building purposes, and in each case substantial and suitable Buildings were erected by the Lessees at their own expense prior to the granting of the Lease.

One Lease has also been granted of a House in Holborn, forming the offices of the London and Westminster Bank, which was rebuilt by the Lessees at their own expense on the site of three houses there, previously to the expiration of the subsisting Leases of those houses. The rents reserved under the several Leases in this class, amount in the whole to £. 234. 5. 10. per annum.

Of the fourth class of Leases, three have been granted of Mines and Quarries in the county of Carnarvon, one in the county of Lancaster, four in the county of Merioneth, one in the county of York, and one in the Isle of Man.

Under these Leases, minimum Rents and Royalties have been reserved, commencing at £. 269, and increasing to £. 389 per annum, by which means an immediate revenue, subject to augmentation, according to the extent of the workings carried on in each case, will be payable to the Crown.

The Royalties reserved to the Crown, under these Leases, vary from one-eighth to one-twelfth part in value of the Stone and Minerals that may be raised, and have been fixed with reference to the present indications of the quantity and quality of the Minerals, and to the existing or probable future facilities for working the mines, and for conveying the produce to shipping places and markets, as well as to the demand for such products.

The Minerals and Stone demised by these Leases, comprise Gold, Silver, Lead, Copper, Manganese, Iron Stone, Slate, Granite and Rotten Stone.

Of the fifth class of Leases, thirteen have been granted of various parcels of Foreshore below high-water mark, adjacent to the counties of Anglesea, Carnarvon, Dorset, and York, in which Leases there are included, in some cases, the Piers and Landing-stages erected upon the demised parcels, and in others the right, subject to the approval of the Lords Commissioners of the Admiralty, to erect new Piers and other Works for the purpose of shipping and of landing mineral and other produce. The immediate rents reserved by these Leases amount to £. 146. 5. per annum.

Of the same class, two Leases have been granted of a small Encroachment, and of an Allotment from the Wastes, of two of the Crown's Manors in Wales, at rents amounting together to £. 13. 10. per annum, and one Lease of the Garden in front of Bridgewater House, adjacent to the Green Park, containing rather more than a quarter of an acre, being the renewal of a former Lease of the same property, at a rent of £. 94. per annum.

THE

Site of the late Royal Kitchen Garden at Kensington. Leases granted under Act 5 Vict. c. 1. Appendix, No. 2.

THE two Leases particularized in the second Appendix comprise two plots of Land, being part of the late Royal Kitchen Garden at Kensington, which was placed under the charge of this Department for the purpose of being let on building Leases, under the Act 5 Vict. c. 1. The ultimate rents reserved by these two Leases amount altogether to £.164. 1. In each case substantial and suitable Buildings were erected by the Lessees at their own expense before the Leases were granted.

Of the whole of the above-mentioned Leases, those referred to under the following heads, appear to require especial notice.

ISLE OF PORTLAND.

THE Crown has for many years derived a revenue from the Dues payable in respect of the Stone quarried from Lands, which are either the absolute property of, or which form part of the Commons, and belong to Her Majesty, as Lady of the Manor, subject to the exercise by the tenants of their rights.

The principal part of the Stone, quarried in the Island, is brought down to the village of Castletown, by a tramway belonging to a private company, leading from the quarries to the place of shipment, which latter is composed of a line of Quays or Wharves facing the north, and of a Stone Breakwater, originally constructed for the protection of the vessels lying at the wharves, but now used for the shipment of stone, and for the landing both of passengers and of goods from the steam-vessels and other traders plying to the Island.

These Wharves, and the Breakwater, were constructed by and at the expense of the principal stone merchants and quarry proprietors of the Island, upon land situated below high-water mark, belonging to Her Majesty, and small acknowledgments have been annually paid in respect of the Wharves by the persons who were in possession of them. The Breakwater, however, was in the joint occupation of the Lessees of the Crown Quarries, and of two other firms, owning Quarries in the Island, and each of these firms had erected cranes for the purpose of shipping the Stone, and claimed to have the exclusive enjoyment of the space contiguous to each of their cranes; but as there were no recognized boundaries defining the portion which each claimed to occupy, disputes arose, and as the Breakwater itself had been erected in the first place, and extended seawards from time to time by the merchants as the necessities of their trade required, and as the rights of the Crown to the soil upon which sundry Houses, Wharves, and the Breakwater have been erected, whether as Lord of the Manor, or as owner of all land situated between high and low-water mark, had not been sufficiently defined and recognized, I made a careful inspection of the locality, and found it necessary, as well for the interests of the Crown, as for the important trade of the Island, to require all the persons concerned to admit the title of the Crown, and to take Leases of the different portions of the Wharves of which each was in possession, or which it was expedient that each should occupy; and as regards the Breakwater, for the grant of similar Leases of certain defined parts of it to the three firms, who then claimed to have the joint occupation of it, on the ground that it had been constructed at their expense.

The several Leases, as detailed in Appendix, No. 1, have since been granted, upon terms which will secure to the Lessees in each case a fair return for the outlay which they had respectively made in the construction of their shipping places, and upon conditions that will ensure every reasonable facility for the

landing of passengers, and for the shipment of stone by other persons who may desire to use the Wharves, on the payment of reasonable compensation to the Crown Lessees. I have also reserved to myself the power of determining certain of these Leases at six months' notice, in the event of it being desirable that the Crown should resume possession of any part of the premises.

My attention having at the same time been called to the fact, that encroachments had been made by the Railway Company, by laying down branch tramways, leading to the Wharves, upon land which had been reclaimed from the sea, I required an acknowledgment from the Company of the Crown's title to the land upon which such branches had been laid down; and I eventually made arrangements for the sale to them of the site of some of these branches, and for the Lease to them of the sites of others, over which it was considered advisable that the Crown should retain a permanent control.

The rents reserved under these several Leases of the Wharves, and of the Branch Tramways amount altogether to about £. 56. 5. per annum.

The whole of the Land included in these several arrangements had not before been productive of any revenue, and I am advised that, at the expiration of the present Leases, the Breakwater, and the several Wharves, Quays, &c., as well as the sites of the Trams, now leased to the Railway Company, to the reversion of the whole of which the Crown is entitled, will be worth a greatly increased annual rental.

During the progress of the foregoing arrangements, my attention was called to the want of some more efficient accommodation than then existed for the landing and embarkation of passengers, who, on the arrival of the steam-vessels from the town of Weymouth, were compelled to disembark on the Breakwater, amidst the obstructions caused by the arrival of the railroad trucks laden with the produce of the Quarries, and by the shipment of the stone; and as it was contemplated that the division of the Breakwater among the three merchants, to whom it has been agreed that it should be leased, would have the effect of reducing still further the limited accommodation provided for passengers, it seemed to me to be desirable that some measures should be taken for securing the erection of a Pier for that purpose.

The revenue at present derived by the Crown from the Island amounts to about £. 175 a year from Lands, and from £. 800 to £. 1,000 a year as royalty from stone raised from the Crown Quarries; and it seems reasonable to hope, that upon the completion of the Harbour of Refuge, now in course of construction, the value of the Land in the immediate vicinity, for building and other purposes, will be increased. In order, therefore, to encourage the passenger and general traffic to the Island, with a view to the ultimate improvement of the Crown property, and at the same time to the receipt of a moderate revenue, which I was advised might be obtained as interest upon the outlay necessary for the construction of the Pier, I entered into a contract for the erection, according to the plan, and under the directions of Mr. Coode, the resident engineer employed on the Harbour Works at Portland, of a wooden Pier, contiguous to the Breakwater, at the sum of £. 820; and upon its completion, I granted a Lease of it to Messrs. Cozens & Drew, the owners of a steam-vessel trading between the Island and the town of Weymouth, at a rent of £. 55 per annum, with such covenants as will secure every reasonable facility for the use of the Pier by the steam-vessels of other companies, and for the convenience of the public in embarking and disembarking from row or sailing vessels.

LAND ADJACENT TO BRIDGEWATER HOUSE.

Another Lease that requires explanation, is a renewal of a former Lease of a plot of Land adjacent to the Green Park, granted to trustees, under the Will of the late Duke of Bridgewater, for a term of 46 years, from the 5th April 1850.

The plot of Land in question is situated in front of, and forms the present ornamental garden to Bridgewater House.

A portion of this Land was formerly granted on Lease to the late Duke of Bridgewater for a term of 99 years, expiring on the 5th April 1896, and the residue was also granted on Lease, with an adjoining parcel to Earl Spencer, for a term expiring at the same date.

At the time when these Leases were originally granted, the houses on the eastern side of the Green Park were separated from it in many instances by strips of land, containing sheds and dilapidated buildings, which were an eyesore to the public, and a cause of annoyance to the inhabitants of these houses; and on the removal of these old buildings, it was considered that the inclosure of the strips of land with a regular line of open iron railing, and their occupation as ornamental gardens, by the owners and occupiers of the adjoining houses, would add to the beauty of the situation, while at the same time the rents to be required for them would produce a large return for the land inclosed.

Leases were accordingly granted of the various strips of land lying between the Park and these houses, at rents which were certified to be the fair value of the ground, if appropriated for the erection of Stabling, or other offices, for the site of which it appeared to be suitable; and with a view to secure to the Public a reasonable enjoyment of these plots, covenants were inserted in the several Leases, restraining the Lessees from erecting any Buildings, Walls, or Fences, or employing any part of the ground for any other purpose than that of an Ornamental Garden.

In the year 1848, in consequence of arrangements made by the Trustees under the Will of the late Duke of Bridgewater, for the stopping up of a public highway abutting on the Green Park, called Catherine Wheel Yard, whereby the property of the Crown was much improved, and of an agreement made between those Trustees and Lord Spencer for the addition to the Garden of the new mansion built for the Earl of Ellesmere, of a portion of the Garden formerly inclosed from the Green Park, and attached to Spencer House, the Commissioners of Woods agreed to accept surrenders of the Leases of the two plots of garden ground attached to those mansions respectively, and to grant new Leases of the ground, apportioned in the manner desired by the Lessees, for the residue of the term for which such Gardens were then held, and at rents amounting altogether to the sums which were then payable.

Under this arrangement, the portion of garden ground let on lease to Lord Ellesmere contained 1 R. 4 P., and the rent which he paid to the Crown for it was £. 94 per annum.

The Lease thus granted was subsequently surrendered under the circumstances detailed in the correspondence upon the subject, submitted to Parliament on the 24th April 1850; and the new Lease, mentioned in the Appendix to this Report, was granted for the residue of the term, and at the same rent for which the former Lease was held.

Sale by Public Auction. Appendix, No. 3. (A.)

THE Appendix, No. 3 (A.), contains the particulars of a Sale by public auction of a piece of Land, containing 5 A. 2 R. 4 P., in the parish of Brundish, in the county of Suffolk. The other parcels of the same property were offered for sale at the same time; but no adequate prices having been bid, they were bought in, and the Sales were afterwards made by private contract, the particulars of which are detailed in the next Appendix, No. 3 (B.), of Sales by Private Contract.

Sales by Private Contract. Appendix, No. 3. (B.)

THE Appendix, No. 3 (B.), contains the particulars of the Sale, by private contract, of 77 portions of the Crown Lands, comprising 1,410 A. 1 R. 19½ P.

The Lands comprised in these Sales are situated, in England, in the counties of—

Buckingham,	Kent,	Northampton,
Chester,	Lincoln,	Suffolk,
Devon,	Middlesex,	Surrey,
Dorset,	Norfolk,	Sussex;
Essex,		

in Wales, in the counties of—

Anglesey,	Carnarvon,	Flint,
Cardigan,	Denbigh,	Merioneth;
Carmarthen,		

and also in the Isle of Alderney, which have been sold at prices amounting together to £. 26,608. 19. 4.

The annual revenue derived from these Lands previously to the Sale amounted altogether to £.677. 9. 3.; but in many instances, specified in the Appendix, the properties sold consisted, for the most part, of Wastes, Parcel of Crown Manors, Foreshore, or Allotments in satisfaction of the rights of the Crown over Lands belonging to subjects, and could not be made productive of revenue, while subject to common rights, or the flow of the tide.

Of these Sales, thirty-four are of Encroachments onthe Wastes of certain of the Crown Manors in Wales, in which the right of the Crown extended only to the Soil and Minerals, the right of Pasturage being exercised by the Commoners. The right to the Minerals has in every case been reserved.

Of the other Sales specified in the Appendix, No. 3 (B.), those which seem to require particular notice are the following; viz.—

ST. JOHN'S WOOD ESTATE, IN THE COUNTY OF BUCKS.

This Estate has been sold to the Lessee. The Lands are detached from any other Crown Estate; are subject to rights of Common; and the rental, under the then existing Lease, was one which could not have been maintained. Under these circumstances, the Sale appeared to me to be very desirable.

BIRKENHEAD, IN THE COUNTY OF CHESTER.

The Sales of the Parcels of Foreshores at Birkenhead have been made to the possesssors of the adjoining frontage land. The proceedings which have led to these Sales were particularly detailed in my last Annual Report to Parliament (No. 350, p. 5).

FORESHORES

FORESHORES IN THE COUNTY OF DEVON.

Several Sales have been made of the Crown rights in and over the Shores, between high and low-water mark, of the Rivers Taw and Torridge, in the county of Devon, the Purchasers being in each case the owners of the frontage lands adjoining. Of these properties, a portion of one was then in lease at an annual rent of £. 5, but the others had not before been productive of revenue.

Some of these Sales have been made for the purpose of facilitating the erection of mercantile establishments, others for the embankment of lands deemed capable of reclamation for agricultural purposes, and others to the adjoining proprietors, for the protection of their properties. To prevent obstruction to the navigation, covenants have been inserted in the several conveyances, restraining the purchasers from erecting any buildings, or executing any works on the Foreshores conveyed to them without the previous consent of the Lords of the Admiralty.

The property conveyed to Mr. Shore consists of the Crown rights on the Sea-shore, between high and low water-mark, opposite to and forming the frontage of his estate at Uplyme, in the county of Devon. The purchaser had a Lease from the Crown of the right of taking Stone from the property, at a rent of £. 1 per annum, and a duty of 1 *d.* per ton on the Stone raised from the Beach.

ISLE OF PORTLAND.

The sale to the Portland Railway Company comprises the Terminus of the Railway Works at the Wharf and Shipping Places near Castletown, in the Island of Portland, the site of which was formerly below the tidal line. The circumstances which led to this Sale are fully detailed in the portion of this Report relating to Leases.

MAISON DIEU ESTATE, DOVER.

The Sale to the Burial Board of Dover comprises an area of six acres, formerly used for agricultural purposes, but which will now be appropriated as a Burial Ground for the parish of Saint James, Dover. The price was at the rate of £. 166. 13. 4. per acre. A further sum of £. 50 has been paid by the Burial Board for a small portion of the adjoining Crown property required to widen and improve the road of access to the Burial Ground.

ROYAL WESTMINSTER OPHTHALMIC HOSPITAL.

The circumstances under which the Sale of this Hospital in Chandos Street, Charing Cross, has been made to the Trustees for the Institution, are detailed in Appendix, No. 14, to the 31st Report to Parliament, dated 30th June 1853.

HARPOLE MILL, IN THE COUNTY OF NORTHAMPTON.

The Harpole Mill, near Northampton, with the adjoining lands, containing 20 A. 1 R. 27 P., the Lease of which expired 10th October 1854, has been sold, by private contract, to the late occupier. The property is detached from any other Crown Estate, and its sale appeared to me to be in every respect desirable.

BRUNDISH, IN THE COUNTY OF SUFFOLK.

In my last Report, I stated the arrangements which I had made for the Sale of the Chauntry Farm to the Lessee and Occupier, and that I proposed to proceed with the Sale of the St. Edmund's Farm by public auction. The Sale

of the Chauntry Farm has been completed, and the particulars of the transaction are stated in the Appendix, No. 3 (B.)

At the auction held for the Sale of St. Edmund's Farm, one Lot only was disposed of; but the residue of the Farm has been since sold by private contract, and the particulars of the Sales are stated in the Appendices, Nos. 3 (A.) and 3 (B.) The prices thus realised have slightly exceeded the amount at which the Farm was valued and offered to the late Lessee.

EGHAM, IN THE COUNTY OF SURREY.

A piece of Garden Ground, containing 1 R. 4 P., formerly the site of a Cottage, situated at Egham Hill, has been sold to Mr. Hugh Shield, the proprietor of the adjoining lands, for the sum of £. 140. It is separated from any other part of the Crown Property in this parish, and it was, therefore, undesirable to retain it in the hands of the Crown, when a price, which must be considered as an accommodation price, could be obtained for it.

CUCKFIELD, IN THE COUNTY OF SUSSEX.

The Land comprised in this Sale to the Board of Health of the parish of Cuckfield, is a small part of the Estate of the Earl of Abergavenny, held under a grant from the Crown, confirmed in Parliament in the 2d & 3d year of Philip & Mary, to Edward Nevill and his heirs male. The interest conveyed is therefore limited to the reversion, contingent on failure of the heirs male of the grantee, and the value of that interest has been taken at three years' value of the property.

Enfranchisement of Copyholds. Appendix, No. 4. (A.)

THE Appendix, No. 4 (A.), contains the particulars of several Copyhold or Customary Properties held of the Crown Manors of Burwell Ramseys, in the county of Cambridge; Hitchin, Portman and Foreign, in the county of Herts; Goxhill and Epworth, in the county of Lincoln; Hampton Court, in the county of Middlesex; East Dereham, of the Queen, and Wymondham, of the Queen, in the county of Norfolk; Egham and Richmond, in the county of Surrey; and Liswery and Libenneth, in the county of Monmouth, which have been enfranchised during the period of this Report, on payment of sums amounting together to £. 2,505. 11. 11.

Enfranchisement of Copyholds. Esher, Surrey. Appendix, No. 4 (B.)

THE Appendix, No. 4 (B.), contains the particulars of two Copyhold Estates held of the Manor of Esher Millbourne, otherwise Waterville Esher, in the county of Surrey, which, with the concurrence of his Majesty the King of the Belgians, have been enfranchised, on payment of £. 961. 6., being the full value of the enfranchsement, as certified by the declaration of the Receiver of the district, who was employed by me to make the valuations.

The consideration money for these enfranchisements has since been invested in the purchase of Three per Cent. Consols, as part of the capital of the Land Revenue; but the dividends, or other yearly produce, of the investment will, during the life of his Majesty the King of the Belgians, be paid over as his Majesty may direct, his Majesty having a life-interest in the Manor under the provisions of the Estate Act, 56 Geo. 3, c. 115.

Fee-Farm Rents Sold. Appendix, No. 5.

THE Appendix, No. 5, contains the particulars of the Sale of certain Fee-farm and other unimprovable Rents of the Crown in England and Wales.

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The Rents sold are 80 in number, and amounted to £. 69. 8. 8. per annum, reduced by allowance of Land Tax to £. 59. 4. 11. The Sales have produced the sum of £. 1,788. 8. 2.

Free Grant in Perpetuity. Appendix, No. 6.

THE Appendix, No. 6, contains the particulars of a free grant in perpetuity to Her Majesty's Commissioners for Building New Churches of the Crown's reversionary interest (expectant on the determination of the Estate limited to the heirs male for the time being of Edward Neville), in 1,633 square yards of waste Lands at Nantyglo, in the parish of Aberystwith, in the county of Monmouth, to be devoted, when consecrated, to ecclesiastical purposes for ever.

Purchases by the Crown. Appendix, No. 7.

THE Appendix, No. 7, contains the particulars of several Purchases which I have made out of monies, which had accumulated on the capital account of the Land Revenue from Sales which have from time to time been made of detached portions of Crown Land, or of Fee-farm or other unimprovable Rents, as well as of portions of the Foreshore of the Sea and of Tidal Rivers, and also from enfranchisements of Copyholds.

ESTATES AT BILLINGBOROUGH, IN THE COUNTY OF LINCOLN.

The principal purchase is that from Earl Fortescue of the Manors of Billingborough, Birthorpe, Stowe and Sempringham, in the county of Lincoln, with divers Farms and Lands, containing in the whole 3,143 a. 0 r. 25 p., situated in those parishes, and in the adjoining parishes of Threckingham and Pointon, the Estate being contiguous to a small Farm belonging to the Crown in the latter parish, called the Pointon Cow Pastures.

Having learned that Lord Fortescue was desirous of disposing of this valuable Estate in Lincolnshire, a county in itself peculiarly desirable for investment, and more especially so to the Crown, inasmuch as Her Majesty at present possesses estates in that county yielding an annual rental of about £. 11,000 a year, I entered into communication with Lord Fortescue, and ascertained from him the particulars of the Estate, and I also learned that an offer had been made of £. 170,000, which offer he had declined.

I caused a survey and valuation to be made by Mr. John Clutton, an able and practical surveyor. The Estate was represented by him to be a remarkably fine one, in the best part of the county, the land for the most part being of first-rate quality, and well farmed. Mr. Clutton further stated, that the larger tenants were a superior class of men, but that the buildings were generally inferior, and not conveniently placed, and that it would be necessary to alter and re-arrange the Farms, when, by an outlay of about £. 5,000 in repairs and additions to the buildings, some very desirable occupations would be created.

Mr. Clutton reported that the lands lay well together, and that if the Estate could be purchased at the price of £. 175,000, it would be a first-rate investment, and form a valuable addition to the hereditary possessions of the Crown. This offer Lord Fortescue accepted, and the purchase has since been completed.

Upon receiving possession, I caused a survey and valuation of the Estate to be made, and have since carried into effect a re-arrangement and enlargement of the Farms, where such a course was necessary for the more convenient and profitable occupation of the lands.

I have likewise caused Plans to be prepared for such repairs and additions to the buildings as are required for the proper cultivation of the Lands, and the convenience of the tenants and farm labourers. By these arrangements, the Estate will be divided into 18 several holdings, at rents amounting altogether, after the reservation of a small parcel of Wood Land, which is retained in hand, to £.6,268 per annum; and this sum, after making the necessary deductions in respect of the expenditure to be incurred in repairs and in other outgoings, will be equivalent to about £.3. 7. per cent. upon the purchase-money.

Appendix, No. 9. Copies of my Report to the Treasury on this subject, and of their Lordships' Warrant, are inserted in Appendix, No. 9, and the amount of the rental of the Estate, as it existed at the time of the purchase, is stated in the Schedule of "Rents put in Charge," Appendix, No. 11 (A.)

I have also entered into an agreement for the purchase, from Mr. Dodsworth, of another property in the county of Lincoln, immediately adjoining the preceding; but the completion of the purchase not having taken place before the 31st March last, the particulars are not inserted in the Schedule of Purchases.

The property consists of about 473 A. 0 R. 39 P. of land, of which 455 acres are in one holding.

To the Crown the Estate will be a desirable acquisition, as the tenantry of the adjoining property, purchased from Lord Fortescue, will have a greater variety of soil and situation offered to them; and its addition to that property will form a compact and convenient estate of about 3,700 acres, being an area of sufficient extent to ensure its effective management in an economical manner.

In effecting these purchases, I have endeavoured to carry out the principle which has been referred to in former Reports to Parliament, of bringing to sale such small detached and outlying parcels of the Crown Estates as are of more value to adjoining proprietors as accommodation land, than to the Crown to retain for the purpose of letting; and of investing the proceeds arising from such sales in the purchase of lands either adjoining the existing Estates of the Crown, or forming in themselves such compact and convenient properties as to admit of efficient management at a moderate cost.

The situation of these several purchases is shown on the annexed Sketch, on which the Estates purchased from Lord Fortescue and Mr. Dodsworth, respectively, are coloured green and yellow; and the Land belonging to the Crown at the time of these purchases, and called the Pointon Cow Pastures, is coloured red.

MANOR AND MANOR FARM OF GOBIONS, IN THE COUNTY OF ESSEX.

I HAVE likewise made a further purchase, on the Crown's behalf, of the Manor of Gobions, otherwise Upper Havering, with the Farm and Lands called Gobion's Farm, containing 181 A. 1 R. 25 P., in the parish of Hornchurch, at the price of £. 8,400.

This Farm is in the immediate vicinity of the Crown's allotment in Hainault, and of several detached Farms belonging to Her Majesty. Upon the completion of the purchase, I entered into an agreement to let it to the occupying tenant for a term of 21 years, at a rent of £. 360, being equal to about 4 per cent. upon the investment.

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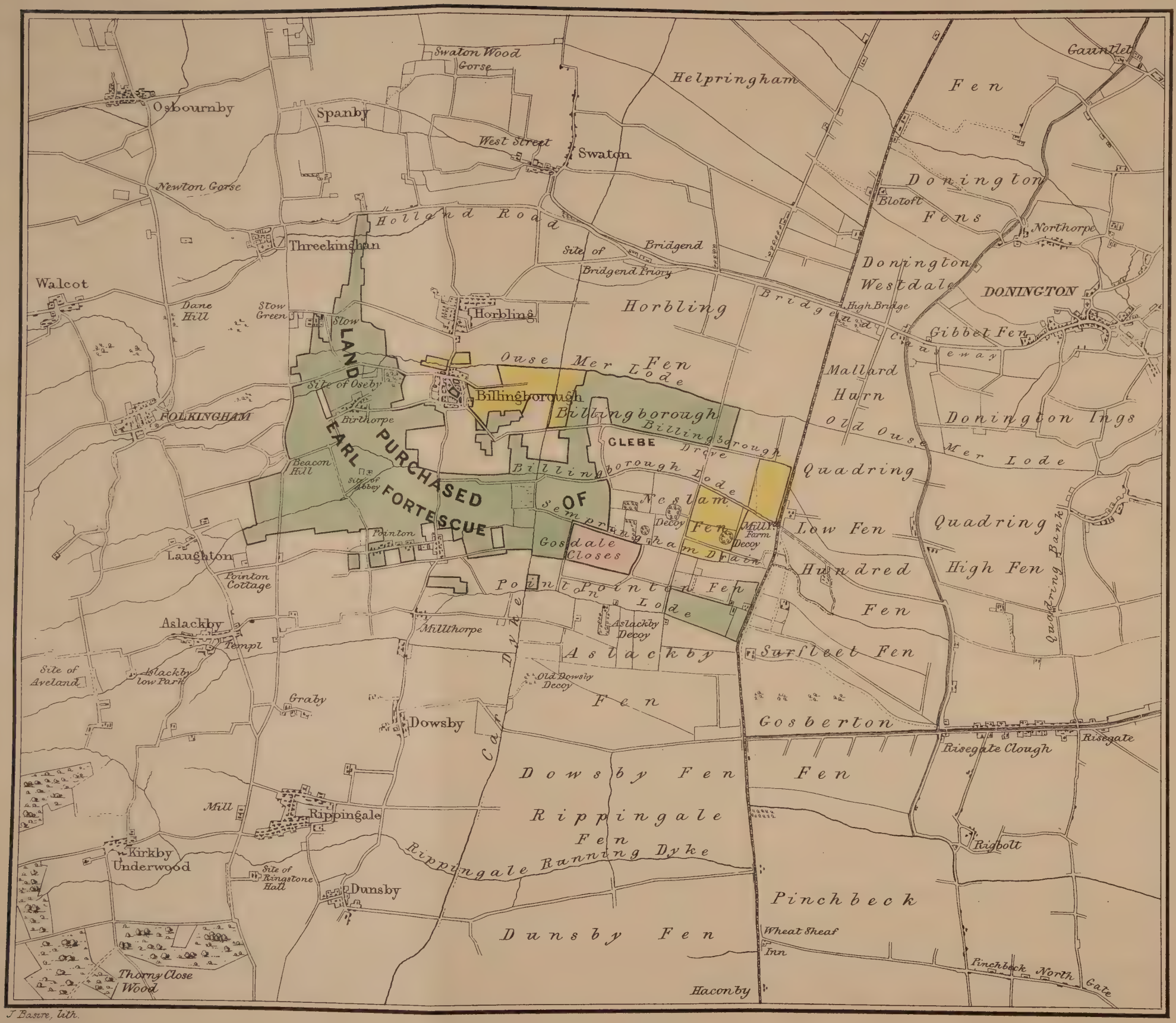
[To face page 12.]



J. Basire, lith.

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The other purchases made during the year are of smaller extent and importance, but in each case the properties adjoin other Crown Estates.

THE APPENDIX, No. 8, contains the particulars of an exchange of 24 A. 1 R. 11 P. of Crown property, in the township of Meux, in the parish of Waughen, in the East Riding of the county of York, for 21 A. 1 R. 13 P. of Land, the property of Richard Wise Richardson, Esquire, in the same township and parish. EXCHANGES. Appendix, No. 8.

This exchange has been carried into effect under the General Inclosure Act. The deficiency of Land given in Exchange to the Crown is more than compensated by its superior quality, and an additional rent, amounting to £. 5. 15. 2., is now paid by the Crown tenant in respect of the increased value which the Crown property has derived from the exchange.

An exchange has also been effected of a small parcel of Land in Victoria Park, containing 1 A. 3 R. 14 P., for an adjoining parcel, containing 1 A. 2 R. 24 P.: this exchange has also been carried out under the General Inclosure Act, and will be advantageous for the residue of the Crown Estate. This exchange is shown upon the plan facing page 18.

IN all cases of lease, sale, enfranchisement, exchange or purchase, of which the particulars are detailed in this Report and in the accompanying Appendices, surveys and estimates, of the lands and hereditaments included in such transactions were made by able and practical surveyors, who have in each case certified by reports, verified by declarations, pursuant to the provisions of the Acts 10 Geo. 4, c. 50, and 5 & 6 Will. 4, c. 62, the fair worth or value, in their judgments, of the lands and hereditaments surveyed, except in cases where, from the nature of the lands, tenements and hereditaments, their value could not be known by a survey or inspection, or where, from other causes, specified in the 72d section of 10 Geo. 4, c. 50, a preliminary survey and estimate has, in conformity with the provisions of that section, been dispensed with.

LORDSHIP OF YALE, COUNTY OF DENBIGH.

IN the Thirty-first Report to Parliament I submitted the particulars of an agreement which I had entered into with Sir Watkin Williams Wynn, Bart., for the sale to him of the Crown's interest in several thousand acres of Waste Land and Encroachments in the Lordships of Penllyn, in the county of Merioneth, and of Bromfield, in the county of Denbigh; and I have now to report the details of a further arrangement which I have since entered into for the sale to him of the Crown's interest in about 2,700 acres of similar land in the parish of Llantisilio, in the county of Denbigh, being parcel of the wastes of the Lordship of Yale, which immediately adjoins and is united with the Lordship of Bromfield, to which the former agreement had reference.

Some years since, negotiations were entered into upon this subject with the late Sir Watkin Williams Wynn and the then Bishop of Clogher, who also proposed to acquire by purchase the rights of the Crown in such of the open wastes in the Lordship as adjoined his estates of the parish of Llantisilio; but the then Commissioners of Woods considered it advisable, in consequence of the resistance that was made to the exercise by the Crown of any manorial juris-

diction over the wastes in the Lordship of Penllyn, in the county of Merioneth, to make the recognition by Sir Watkin Wynn of the Crown's rights in that Lordship an indispensable preliminary to any treaty for the sale to him of any similar rights which he desired to acquire in other localities; and the contemplated sale of the wastes in the Lordship of Yale was consequently deferred until the completion of some definite arrangements as regards the commons, to which the title of the Crown, as Lord of the Seignory of Penllyn, was disputed.

The conclusion of any treaty respecting the wastes in the Lordship of Penllyn was, however, delayed for some years, as stated in the Thirty-first Report, by the long illness and subsequent death of the late, and by the minority of the present Sir Watkin Wynn; but an agreement having at length been concluded for the sale to the latter, upon the terms and conditions specified in that Report, of the Crown's interest in the wastes in the Lordship of Penllyn, which had previously formed the subject of dispute, the reasons which formerly rendered it undesirable to entertain his proposal as regards the wastes in the Lordship of Yale, were no longer in force, and I therefore agreed to receive proposals for their purchase, not only from Sir Watkin Wynn, but also from Major Tottenham, who had renewed the application formerly made by his father, the late Bishop of Clogher.

Major Tottenham, however, subsequently informed me, that his reason for wishing to effect the purchase was to acquire a control over the commons adjoining his own freehold property, so as to improve the value of his shooting, and prevent poaching on his own farms, and that he had no wish to purchase the Crown's interest in the whole of the wastes in the parish, but only in such portions as adjoined his own estates. Under these circumstances, he withdrew his application in favour of Sir Watkin Wynn, who consented, in the event of his completing the purchase from the Crown, to transfer to Major Tottenham the manorial rights over the limited portion of the wastes adjoining that gentleman's property.

Appendix, No. 10. Sir Watkin Wynn at the same time renewed his proposal, and I thereupon entered into an agreement, of which a copy is inserted in Appendix, No. 10, for the sale to him of the Crown's interest, reserving the minerals, in 2,730 A. 3 R. 1 P. of waste lands in the parish of Llantisilio, at the sum of £. 1,250, being a price which has been certified to be its full and fair value, and which is subject to be increased to £. 2,266. 13. 4., under the following circumstances:

In the Thirty-first Report I stated that evidence had been discovered tending to show that the Crown, in the event of an inclosure taking place of the wastes in the Lordship of Bromfield, would be entitled to an allotment of one-third part of the wastes so inclosed, and that a proviso had been inserted in the agreement for the sale of the wastes in that Lordship to the effect, that, in the event of the right being established, an addition should be made to the purchase-money equivalent to the increased value of the Crown's interest in the wastes.

As the Lordship of Yale forms, together with that of Bromfield, one united Lordship, the evidence upon which that arrangement was made extends also to the wastes, referred to in the present agreement; and a similar provision has, therefore, been inserted in that deed, whereby, in the event of the result of the searches, which are now in progress among the records, being sufficient to establish the right in question, the purchase-money will be increased to £. 2,266. 13. 4.

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In explanation of the principles, upon which this sale has been effected, it may be stated, that the Crown's interest in these waste lands is limited to two particulars, viz. the bare right of property in the soil, and the right of sporting; the right of pasturage, and all other beneficial enjoyment of the wastes, being vested in the persons entitled to exercise rights of common over them.

As regards the right in the soil, it may be observed, that so long as the wastes remain uninclosed, they can only be made productive of revenue in the event of minerals being discovered and worked.

In the present instance, a portion of the minerals under those lands are claimed by the Marquis of Westminster, under an ancient grant from the Crown; but such reservations have been made in the agreement as will fully secure to the Crown the advantages which may hereafter arise from the discovery of any mineral subjects, which have not been granted away, but still remain vested in Her Majesty.

For the right of sporting, Sir Watkin Wynn has agreed to pay the full value, which is accordingly included in the above-mentioned sums of £. 1,250 and £. 2,266. 13. 4.

By this Sale, therefore, the Crown has obtained the full value of certain rights, which have hitherto been totally unproductive, and which there was no immediate probability of rendering profitable, except by an inclosure of the wastes, which would have been less advantageous to the Land Revenue than the present arrangement.

PIMLICO ESTATE.

DURING the progress of the improvements in Pimlico, which are being carried into effect by the Commissioners of Works and Public Buildings, under the powers of the Acts 15 & 16 Vict. c. 78, and 16 & 17 Vict. c. 44, it was considered desirable that an arrangement should be made for the conveyance to the Council of the Duchy of Cornwall of a plot of land at the corner of James' Street and the new street in course of formation, as a site for an office for that department, in exchange for their office in Somerset House, which was wanted for the Public Service.

As the land thus proposed to be conveyed to the Council of the Duchy was a portion of the frontage to the new street, which, under the provisions of the above-mentioned Acts, was to be granted on lease for building purposes, and thenceforth to revert to Her Majesty, and be placed again under the management of this department, a joint valuation was made by the surveyors of this office and of the Commissioners of Works, and the sum of £. 4,300, being the amount at which they estimated the fee-simple of the parcel of land proposed to be conveyed to the Duchy of Cornwall, has been paid to the credit of the capital of the Land Revenue, pursuant to the provisions of the 17 & 18 Vict. c. 93, by which the above-mentioned exchange was carried into effect.

HAINAULT ALLOTMENT.

IN the Thirty-second Report to Parliament I detailed the particulars of the allotment which had been set out to the Crown by the Commissioners appointed

under the Act 14 & 15 Vict. c. 43, in satisfaction of its forestal and other rights over the Forest of Hainault, and I reported the proceedings which had been taken for the construction of the new Roads and Boundary Fences, which were directed by that Act to be formed at the cost of the Crown, as well as for the excavation of about 10 miles of open main drains for the removal of the surface-water from the allotment.

With the exception of the fencing, for which a tender had been accepted before the allotment was placed under my charge, these several works were submitted to public competition, and tenders having been obtained, contracts were entered into with responsible tradesmen, upon the terms specified in the Appendix, No. 9, attached to the Thirty-second Report to Parliament, and I have now to report their satisfactory completion, at a total outlay of £.8,320. 9. 8., being £. 244. 14. 4. below the estimated cost.

From the inadequacy of the offers, which were made for renting the allotment for grazing, or other purposes, while the above-mentioned works were in progress, there appeared to be little prospect of obtaining such an income as the land was fairly worth, until the Timber and Pollards should have been cleared, and the soil prepared for cultivation, by a proper system of under-drainage; and I therefore proceeded, as stated in my last Report, to clear the Timber and Hornbeams on the western portion of the allotment; and, in addition to the large sale of Timber, which was effected in the Spring of last year, I sold 5,000 Trees in sections K, L, M, O, Q, R, and U, by public tender, at the sum of £.9,285, being above the estimated value, and making, with the sales mentioned in the last Report to Parliament, a gross receipt of £. 27,448. 17. from the Oak Timber standing on about two-thirds of the allotment, and leaving, irrespective of the Trees left for ornament and shelter, Oak Timber to the estimated value of upwards of £. 10,000 on the sections S and T, from which no Timber has yet been removed.

Some further progress has also been made in the clearance of the Hornbeam Pollards; and the Boards of Admiralty and Ordnance have recently arranged to lay in a stock for the use of the Royal Dockyards and Ordnance Establishments, by which means I shall obtain the removal of about 300 loads of that Timber, for which there is but a moderate demand in the general market.

During the progress of this clearance, I made arrangements for the commencement of the pipe-drainage, with the view of rendering the soil fit for arable purposes, and in January last I entered into an arrangement with Messrs. John and Alexander Alison for letting to them about two-thirds of the allotment, or 1,235 acres, on a Lease, for a term of 31 years, at a rent which will amount to about £.1. 16. per acre.

This arrangement contemplates the completion of the pipe-drainage, and the erection of the necessary farm-buildings, at the cost of the Crown, and the construction, at the expense of the Lessees, of the Occupation Roads and Sub-division Fences, which will involve a considerable outlay, and will increase the value of the Crown's reversion.

I have also entered into an agreement with Mr. G. Painter, for granting to him a Lease of part of the allotment at Aldborough Hatch Gate, containing about 30 acres, and immediately adjoining his residence, at an ultimate rent of £. 2. 5. per acre.

VICTORIA PARK.

IN the several Reports to Parliament of the Commissioners of Woods, extending from the year 1841 to the year 1850, there are detailed the particulars of the various purchases made by them out of monies arising partly from the sale of York House, St. James's, and partly from the ordinary income of the Land Revenues, and under the powers of the Acts 4 & 5 Vict. c. 27, and 5 Vict. c. 20, with a view to the formation of a Park in the eastern part of the Metropolis, to be called Victoria Park, and of the gradual progress which had been made in the laying out, planting and inclosing of the Land so purchased, until, upon the completion of the Roads and Fences, it was thrown open to the public in the year 1846, and has since continued to be a favourite place of recreation and resort for the inhabitants of the eastern extremity of the Metropolis.

The Lands thus purchased contained altogether about 265 acres, and, by the terms of the above-mentioned Acts, the Commissioners of Woods were empowered to grant Leases of any part of the Park, not exceeding in the whole one-fourth part, for the purpose of its being used as sites for dwelling-houses, or ornamental buildings, with a view to reimburse the Land Revenues for the monies which had been expended out of Land Revenue Funds in the formation of the Park.

Up to the year 1851 the whole of the Park, including the Lands so reserved for building, continued to be under the control and management of the Commissioners of Woods, Forests, Land Revenues, Works and Buildings; but an Act having received the Royal Assent on the 1st of August in that year, for the separation of the Departments of Woods and Works respectively, the portions of Victoria Park which were dedicated to the use and enjoyment of the public were thereby transferred to the management of the Commissioners of Works, and the residue, comprising the portion vested in the Crown for the purposes of Revenue, remained under the charge of this Department.

In order to define the limits and extent of the Land thus reserved for building, or other revenue purposes, the particular portions of the Park, which the Commissioners of Woods were empowered to lease, were, pursuant to the provisions of the Act 14 & 15 Vict. c. 46, laid down upon a Plan, which was deposited in the Land Revenue Record Office, and the powers of the Commissioners as to leasing such Lands having by the same Act been enlarged and extended, so as to enable them to sell or exchange any part of the Land so appropriated for building, I was enabled to enter into an agreement with the Trustees of Sir John Cass's Charity, who were the owners in fee-simple of a parcel of Land at the north-western corner of the Park, for the exchange with them of a contiguous parcel of Land belonging to Her Majesty, the effect of which arrangement has been to consolidate the Land intended for building purposes, and to increase the value of that portion of the Crown Estate within the Park, which I am advised will speedily be available for building.

The terms of this exchange are particularized in the Appendix, No. 8, and the extent and limits of the Land which has been appropriated for building purposes under the provisions of the above-mentioned Acts, as modified by this exchange, are shown on the accompanying Plan by pink colour, the Land so acquired by exchange, being bordered by a darker line of the same colour.

On reference to this Plan, it will be observed, that about 265 acres were originally purchased for the Park, of which extent about 220 acres, pursuant to the Act 14 & 15 Vict. c. 46, have been dedicated to the use and enjoyment of the

public as a Royal Park, and 45 acres, or about one-sixth of the Land purchased, have been appropriated for building purposes, in order to repay some portion of the outlay incurred by the Land Revenue in the formation of the Park.

By this apportionment, the inhabitants of the vicinity, have obtained for purposes of recreation the use of a larger proportion of the Land purchased than was contemplated by the Act for the formation of the Park; and the portion originally appropriated for building purposes, as a source of revenue to the Crown and the public at large, has suffered a corresponding diminution.

Up to a recent period the neighbourhood had not been sufficiently advanced to render it advisable that the ground thus appropriated for building should be pressed upon the market, or that any expenditure should be incurred in the construction of Sewers and Fences, or in other measures preparatory to its being advertised for building purposes, and the only lettings which have been effected, beyond the temporary occupation of the Land for grazing, and of some cottages by the Commissioners of Works, have been those of two plots of Land, being part of that shown on the Plan by a dark pink colour, situated outside of the Park, in Bonner's Fields, which two plots have been agreed to be let on Building Leases, at ultimate rents amounting to £.46. 16. per annum.

In the year 1853, building operations in the vicinity became more general, and it was considered that the time had arrived when the residue of the Land in Bonner's Fields might be thrown into the market, together with the Land appropriated for building in the north-west corner of the Park; and with a view to render the ground outside the Park more speedily available for building, a new Street, called Robinson Street, was laid out and formed along the line coloured yellow on the sketch, at a total cost, inclusive of the sewer, of £.647. 10.

Concurrently with the execution of these works, an agreement was entered into with Mr. James Stephenson, for letting to him several plots of Land on either side of this new Street, being part of the ground coloured dark pink, at ground-rents amounting ultimately to £.150 per annum.

As regards the Land appropriated for building, and vested in Her Majesty for purposes of Revenue, upon the outside boundary of the Park, it became necessary, under the provisions of the Act of 1851, to take measures for keeping it separate from the Land dedicated to the use and enjoyment of the public, and I have accordingly accepted tenders for inclosing with iron hurdles the whole of the building ground, with the exception of the portion extending from the north-west corner to Grove Road, which will be inclosed with wooden fence of a similar character to that in the Regent's Park, the cost of which latter fence will be defrayed partly by this Department and partly by the Commissioners of Works. I have also caused Plans to be prepared, showing the proposed disposition of the whole of this ground, and steps will at once be taken, by advertisements and otherwise, to call the attention of builders and capitalists to the subject.

The accompanying Plan shows, by a pink colour, the Land vested in Her Majesty, in order to its being leased or otherwise dealt with for purposes of revenue, under the Acts regulating the formation of the Park, as modified by the exchange with the Trustees of Sir John Cass' Charity, and by an alteration of the drive at the north-west angle of the Park, agreed to by the Commissioners of Her Majesty's Works, as representing the public interests. It also describes the mode in which such Land is proposed to be laid out; and further,

by

[To face page 18.]

VICTORIA PARK.—BUILDING SITES.

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Henry Hansard, Printer.

by a dark pink colour, the Land in Bonner's Fields, already granted or agreed to be granted on lease, at ultimate rents, amounting in the whole to £. 196. 16. per annum.

IN the accompanying APPENDIX, No. 11, are inserted the five following Schedules, which have been included in each annual Report since 1850, pursuant to an opinion expressed in a Resolution of the Committee of the House of Commons appointed to inquire into the management of this Department; viz.:— Appendix, No. 11,

1st. Of Rents put in charge with the several Receivers of the Land Revenue in respect of property acquired for Her Majesty by Purchase, Lease, Exchange, or otherwise.

2d. Of the Rents discharged from the Rentals of the several Receivers in respect of Property sold, exchanged or otherwise disposed of.

3d. Of all Monies due to Her Majesty in respect of Rents in charge with the several Receivers of the Land Revenues under Leases, or agreements for Leases, and which shall have been owing for a greater period than a year, showing the term during which each arrear shall have been accruing, and the measures, if any, in progress for the recovery of the same.

4th. Of all Monies remitted on Her Majesty's behalf in respect of any Rents in charge with the same Receivers; specifying whether any previous remission has taken place in respect of the same Rent, and the circumstances and the authority under which remitted.

5th. Of all defalcations that shall have taken place in respect of Monies due and owing to Her Majesty, specifying the circumstances under which such defalcations shall have taken place, and the means (if any) available, and the measures (if any) taken for the recovery of the Monies.

ROYAL FORESTS.

A COMMITTEE of the House of Commons was appointed in the last Session to inquire into the present management and condition of the Crown Forests in England. Upon the subject of New and Dean Forests the Committee made no report, on the ground that they had not sufficient evidence before them to offer a complete report.

Upon the subject of Alice Holt, Bere and Parkhurst Forests, the Committee reported that the evidence adduced led them to the conclusion that the management by the Deputy Surveyors had been satisfactory and judicious.

Upon the subject of Delamere Forest, the Committee reported that its condition was most unsatisfactory, and its management bad.

Upon the subject of Woolmer Forest, the Committee reported that the question was raised, whether it would not be for the interests both of the Crown and the public to sell it.

About the same time the Lords Commissioners of Her Majesty's Treasury were pleased to appoint Messrs. J. Mathews, William Murton, and William Menzies (surveyors), to report on the Royal Forests maintained for the growth of Navy Timber. In the General Report of these gentlemen, dated 7th December

cember 1854, and which, with their detailed Report upon each Forest, has been laid before Parliament, the following passage occurs:

"The Royal Forests upon which we have reported are the following; viz.—

	ACRES.
Alice Holt, containing about	2,000
Woolmer	6,000
Bere	1,500
Parkhurst	1,150
The New Forest	66,000
Dean Forest	20,000
Highmeadow Woods	2,500
Delamere	4,000
TOTAL	103,150

"The term 'Forest,' as applied to this property, is calculated to lead persons who are unacquainted with it to an erroneous conception of its character."

"The above extensive area may be classed as under:

"Uninclosed worthless common land, of such soil and subsoil as are incapable of sustaining a remunerative vegetation - 55,000 acres

"Land ineligible for the growth of Oak - - - 3,000 „

"Uninclosed Land, occupied with immense quantities of Beech of little value, with some Oak, and properly designated 'open forest' - - - - 15,000 „

"Oak Plantations, containing Trees of from forty to five years, and of an average age of somewhere between twenty and twenty-five years; a small quantity of old Timber is interspersed through these Plantations - - - - - - 30,000 „

"Owing to the extensive Common rights which prevail throughout nearly the whole of this great area, the unproductive quality of the soil of about half, and the inferior character of a portion of the crop, the beneficial interest of the Crown in these Royal Forests may be considered as about represented by the last-mentioned 30,000 acres of young Plantations. They were originally planted with extreme care, their situations judiciously chosen, the land well-prepared, and the plants properly protected with nurses. Viewing these Plantations as a whole, we feel quite justified in representing to your Lordships that, not only is their state such as to merit approval, but, having reference to their regularity, growth, and prospective ultimate development, they are not surpassed by any Forest property in the Kingdom."

NEW FOREST.

UPWARDS of 1,200 claims of common and other rights in and over the New Forest have been preferred by persons under the provisions of the Deer
14 & 15 Vict. c. 76. Removal Act, and a large number of such claims have been objected to by the Crown. As the validity or invalidity of such claims depended on the settlement of certain disputed points regarding the existence or nature of the rights preferred by the claimants, it was thought expedient to apply to Parliament for powers to appoint Commissioners for the purpose of deciding on the claims, and

and to make provision for the speedy trial of certain of them before the whole objections should be delivered; to afford an opportunity to claimants to withdraw their claims, and prefer amended claims in lieu thereof; and to authorize the Commissioners to be appointed under the Act, in their discretion, to allow new claims to be made, provided that they were made within six months from the passing of the Act. The Act for this purpose received the Royal Assent on the 24th July 1854, and the Commissioners appointed under it have held several meetings for the purpose of receiving new claims (upwards of 50 of which have been put in), and adjudicating on certain of the claims which had been preferred. For the latter purpose, it was proposed that, as one of the principal claims involved almost all the rights which the Commoners generally claimed to exercise over the Forest, and as many of the questions at issue could be raised upon that claim, those questions should be argued, and evidence received for and against such claim. This proposition, being assented to by the claimant and by a considerable number of the principal Commoners, has been adopted, and I hope that it will tend to simplify the settlement of the numerous claims preferred, and to which the Crown has objected; but if, as I am advised, the rights of the Crown are paramount to the rights of the Commoners, it seems to me that the Commoners are far more deeply interested than the Crown in seeing that improper claims are not allowed. As, however, no objections were preferred by the Commoners to any of the claims, the Crown, as a precautionary measure, put in objections to nearly all, in order that no claim should be allowed without investigation by the Commissioners.

17 & 18 Vict. c. 49.

The Deer having been removed, under the provisions of the Deer Removal Act, before the Forests were placed under my charge, I considered it of importance that some steps should be taken towards exercising the power which the Crown acquired in lieu of its right to keep Deer; viz., that of inclosing 10,000 acres of the waste of the Forest, in addition to the 6,000 acres which it is empowered to keep inclosed by virtue of former Acts, and the measures necessary for the purpose are in progress.

It was evident, however, that, before so extensive an operation could be undertaken with economy and success, it was desirable that some provision should be made for the supply of plants, and, accordingly, one large nursery at Rhinefield has been formed and planted with Oak, Larch and Scotch Fir.

During the past autumn the planting operations were confined to those portions of the 4,051 acres, authorized to be inclosed under the Commission issued in 1851, which remained unplanted, and some progress was made towards completing the planting of Broadley and Islands Thorns Inclosures.

The powers of leasing given by the Act 10 Geo. 4, c. 50, were by that Act declared not to extend to the leasing of any part of the Royal Forests; but as, by the removal of the Deer and other causes, several Lodges, Lodge-grounds, and other tenements, were no longer required for the occupation of keepers or other Forest officers, a clause was introduced into the Deer Removal Act (14 & 15 Vict. c. 76), extending the powers of leasing given by the 10th Geo. 4, c. 50, to all or any parts or part of the New Forest, the soil and freehold of which now is, or hereafter may be, permanently vested in the Crown.

Under the powers conferred by the Act referred to, measures have been taken to find suitable tenants for the vacant Lodges, and the Appendix N° 12 contains

Appendix, No. 12.

the particulars of a Lease of one of the Lodges, namely, the Decoy Pond Farm-house and Premises, granted to the Reverend W. S. Oke.

Appendix, No. 13.

Appendix, No. 13, contains the particulars of two Conveyances to William Martin Powell and Albert William Beetham, Esquires, of the Crown's interest in certain pieces or parcels of Land, part of the open or waste of the New Forest, in the county of Southampton, made pursuant to the Acts 10 Geo. 4, c. 50, and 14 & 15 Vict. c. 42.

Appendix, No. 14.

THE Appendix, No. 14, contains the particulars of a grant of a piece or parcel of Land (part of the waste or open lands of the New Forest, in the county of Southampton), which Her Majesty has been graciously pleased to make under the powers to that effect reserved to the Sovereign by the 45th section of the Act 10 Geo. 4, c. 50, for a site for a School for the poor inhabitants of the Ecclesiastical District of Burley Ville, within the said Forest.

DEAN FOREST AND HIGHMEADOW WOODS.

A Copy of the Surveyors' Report on Dean Forest and Highmeadow Woods was transmitted to me by the Lords of the Treasury, with an intimation that, after the satisfactory opinions conveyed in it, which were the result of personal and detailed examination by impartial and competent persons, regarding the system of management heretofore followed, the time had come when Mr. Machen, who had been requested to continue to discharge the duties of Deputy Surveyor until the Report was received, might be honourably relieved from the charge which he had so long and ably fulfilled, and which he had resumed at the request of their Lordships; that, with this view they had considered the question of the appointment of a successor to Mr. Machen; and that, having regard to the Reports on the condition and management of other Royal Forests, they were of opinion that the appointment to the important office of Deputy Surveyor of Dean Forest and Highmeadow Woods could not be better supplied than by the selection of one of those officers who had already shown their ability in the management of Royal Forests of smaller extent; and that they were pleased, on this ground, to select Sir James Campbell, at that time Deputy Surveyor of Bere and Parkhurst Forests, for the vacant office in Dean Forest, as that officer had had ample experience of the management of Plantations, and was yet still of an age to enable him to undertake more extended duties. Sir James Campbell was, accordingly, on the 11th November, appointed Deputy Surveyor of Dean Forest and Highmeadow Woods.

Appendix, No. 14 (A.)

A copy of the Letter above referred to, under date 25th August 1854, is inserted in Appendix, No. 14 (A.)

It having been reported to me that 4,982 A. 1 R. 20 P. of Plantations were past danger from the browsing of cattle, &c., I obtained the authority of the Lords Commissioners of Her Majesty's Treasury to throw open that quantity of

Inclosures,

Inclosures, and also their Warrant directing a Commission to be issued under the Exchequer Seal for the purpose of inclosing such further portions of the Forest in lieu thereof as were suitable for the growth of Oak Timber.

THE APPENDIX, No. 15, contains the particulars of a Lease of a Stone Quarry, situate in and being part of the open Lands of the Forest of Dean, in the county of Gloucester, granted under the Acts 1 & 2 Vict. c. 43, and 14 & 15 Vict. c. 42. Appendix, No. 15.

THE APPENDIX, No. 16, contains the particulars of two Leases of Waste Land granted to the registered owners of Gales within Dean Forest, for the better working of such Gales, under the authority of the Act 1 & 2 Vict. c. 43. Appendix, No. 16.

THE APPENDIX, No. 17, contains the particulars of three Licenses to certain persons to make Railroads or Tramroads, in connexion with their Gales, along or across certain Inclosures and open Waste Land in the Forest of Dean, granted under the Act 1 & 2 Vict. c. 43. Appendix, No. 17.

In each of these cases the damage to be done to the Crown Plantations was assessed by the local Officers of the Crown, and the full value of such damage was paid by the respective persons on the execution of the Licenses.

THE APPENDIX, No. 18, contains the particulars of four Licenses to persons to make Roads or Tramways, in connexion with their Gales, across the open Waste Land in the Forest of Dean, granted under the Rules and Regulations attached to the award of the Dean Forest Mining Commissioners, pursuant to the Act 1 & 2 Vict. c. 43. Appendix, No. 18.

THE APPENDIX, No. 19, contains the particulars of three Licenses to certain persons to dig and get clay or sand off and from certain pieces or parcels of Land, part of the open Waste of the Forest of Dean, in the county of Gloucester, granted under the provisions of the Act 1 & 2 Vict. c. 43. Appendix, No. 19.

THE APPENDIX, No. 20, contains the particulars of six Conveyances of the Crown's interest in and over several pieces or parcels of Land, part of the Waste of the Forest of Dean, in the county of Gloucester, not suited for the growth of Timber, and which are wholly or in part surrounded by, intermixed with, or contiguous to other Lands, not the property of the Crown, made to certain persons pursuant to the Acts 10 Geo. 4, c. 50, and 14 & 15 Vict. c. 42. Appendix, No. 20.

Appendices, Nos. 21 & 22.

THE APPENDICES, Nos. 21 and 22, contain the particulars of two Conveyances of Land, part of the Waste of the Forest of Dean, made in exchange for Land the property of private individuals, such exchanges having been recommended by the Deputy Surveyor of the Forest as advantageous for the interests of the Crown.

Appendix, No. 23.

THE APPENDIX, No. 23, contains the particulars of all Gales of Coal and Iron Mines in the Forest of Dean and Hundred of St. Briavel's granted in the year ended 31 December 1854, under the authority of the Act 1 & 2 Vict. c. 43.

Appendix, No. 24.

THE APPENDIX, No. 24, contains the particulars of forty-three Conveyances of the interest of the Crown in several pieces or parcels of Land situated in the Manor of Staunton, in the county of Gloucester, being encroachments upon the Waste of the said Manor; made to certain persons pursuant to the Act 10 Geo. 4, c. 50, and 14 & 15 Vict. c. 42.

Appendix, No. 25.

THE APPENDIX, No. 25, contains the particulars of a Conveyance of a Chief or Quit Rent due and payable to Her Majesty, as Lady of the Manor of Staunton, in the county of Gloucester, and issuing out of a Cottage or Tenement and Premises, Garden and Land, situate and being in the parish and Manor of Staunton, in the said county.

ALICE HOLT, WOOLMER, BERE, AND PARKHURST FORESTS.

THE appointment of Sir James Campbell to be Deputy Surveyor of Dean Forest and Highmeadow Woods caused a vacancy in the office of Deputy Surveyor of Bere and Parkhurst Forests; and, as the Plantations therein, as well as those in Alice Holt Forest, had arrived at an age when that constant personal supervision, which is required during the earlier periods of their growth, becomes unnecessary, the Lords of the Treasury made a communication to me as to the expediency of placing Alice Holt, Woolmer, Bere and Parkhurst Forests under the charge of one Deputy Surveyor, the result of which was, the selection of Mr. Higinbothom, in consideration of the ability which he had shown in the management of Alice Holt and Woolmer Forests, to be Deputy Surveyor of Bere and Parkhurst Forests, in addition to the appointment he already held.

Appendix, No. 25 (A.)

A copy of the Treasury Minute upon the subject, under date the 26th August 1854, is inserted in Appendix No. 25 (A.)

Suitable accommodation has been provided for the Deputy Surveyor, during his periodical visits to Bere Forest, by a small addition to the Woodman's Lodge in West Walk; and as, by this arrangement, West Lodge, formerly occupied as the official residence of the Deputy Surveyor of Bere Forest, is no longer required, I have agreed to let it to a responsible tenant, together with the shooting of West Walk, for £. 100 per annum. I have likewise entered into an agreement to let the shooting over East or Creech Walk for £. 70 per annum, with a reservation to the Crown of power to destroy hares and rabbits, so as to prevent

prevent injury to the young Plantations; and I have entered into a similar agreement for letting the shooting over Bulls Lodge Wood for £. 5 a year. In addition to these new sources of income, a revision of the establishment has been made, the financial results of which will be best shown by the following Comparative Statement:

Former Establishment.	£.	s.	d.	Present Establishment.	£.	s.	d.
Alice Holt and Woolmer Forests:				*Alice Holt and Woolmer Forests:*			
Deputy Surveyor (Salary and Emoluments)	326	10	–	Deputy Surveyor (Salary and Emoluments)	326	10	–
Foreman and eight Woodmen (Wages and Emoluments)	390	12	8	Foreman and four Woodmen* (Wages and Emoluments)	255	–	–
Bere and Parkhurst Forests:				*Bere and Parkhurst Forests:*			
Deputy Surveyor (Salary and Emoluments, including average travelling and personal expenses when inspecting Parkhurst Forest, and average annual repairs to West Lodge)	329	18	8	Deputy Surveyor (Salary and Allowance, including travelling and personal expenses)	180	–	–
Foremen and Woodmen (Wages and Emoluments)	169	–	–	Foremen and Woodmen (Wages and Emoluments)	169	–	–
£.	1,216	1	4	£.	930	10	–
Add—				Add—			
Rent to be obtained by letting West Lodge on lease, with the Shooting over West Walk; also the Shooting over Creech and Bulls' Lodge Wood Inclosures	175	–	–	Interest, at 7½ per cent., on £. 322, expended on the Woodman's Cottage at West Walk, to provide accommodation for the Deputy Surveyor	24	3	–
Rent to be obtained by letting one Woodman's Cottage in Holt and two in Woolmer Forest	17	–	–				
£.	1,408	1	4	£.	954	13	–

Annual saving £. 453. 8. 4.

* Small compassionate allowances have been granted to the four Woodmen reduced, in consideration of their advanced age and length of service in these Forests.

Power has been obtained by the Act 18 Vict. c. 16, which received the Royal Assent on 26th April 1855, to grant Leases of the Lodges vacated by Sir James Campbell and the reduced woodmen in Holt and Woolmer Forests, with such other portions of the Forests of Dean and Woolmer, and the Crown Plantations of Holt, Bere, Parkhurst, Delamere, Salcey, Hazleborough, &c., as may be permanently vested in the Crown, and not appropriated to the growth of Navy Timber.

An Act for the disafforestation and inclosure of Woolmer Forest is now before Parliament, but it has not yet received the sanction of the Legislature.

DELAMERE AND SALCEY FORESTS AND HAZLEBOROUGH WOOD.

ON transmitting to me a copy of the Referees' Report on Delamere Forest, the Lords Commissioners of Her Majesty's Treasury informed me, that, after the

unfavourable opinion expressed in the Report regarding the condition of the Forest of Delamere, and the defective system of management which had been pursued of late years, they were not prepared to interfere with the decision of Mr. Kennedy for the removal of the Deputy Surveyor from his situation.

After receiving this communication, and while considering the subject of the local management of the Forests generally, it occurred to me, that as, by the disafforestation of Whittlewood and Wychwood Forests, Mr. Linnell's duties, as Deputy Surveyor of Whittlewood and Salcey Forests, and Superintendent of the Produce in Wychwood Forest, would be considerably diminished, an arrangement convenient to the public service might be made by the appointment of Mr. Linnell to the office of Deputy Surveyor of Delamere Forest (at which Forest he should reside), and by the addition to that office of the appointment of Deputy Surveyor or Superintendent of the Woodlands, that would be retained in the hands of the Crown for the growth of Navy Timber at Hazleborough Wood and Salcey Forest; and accordingly I submitted the proposition to the Lords Commissioners of Her Majesty's Treasury for their approval, informing them, that Hartwell Lodge, in Salcey Forest, the residence of the Deputy Surveyor, with the shooting, might, if the arrangement were adopted, be let, and accommodation be provided for the Deputy Surveyor, when visiting the Plantations, at the Woodman's Lodge, either at Salcey Forest or Hazleborough Wood. This arrangement has been carried into effect by the appointment of Mr. Linnell to be Deputy Surveyor of Delamere and Salcey Forests and Hazleborough Wood.

The following Statement will show the saving effected by this arrangement in the cost of management of Delamere Forest and Salcey Forest and Hazleborough Wood:

Former Emoluments of Deputy Surveyors of Delamere Forest, Whittlewood Forest (including Hazleborough Wood) and Salcey Forest.	£.	s.	d.	Present Emoluments of Deputy Surveyor of Delamere and Salcey Forests and Hazleborough Wood.	£.	s.	d.
Deputy Surveyor of Delamere Forest, (Salary and Emoluments)	271	6	–	Deputy Surveyor of Delamere Forest (Salary and Emoluments)	271	6	–
Deputy Surveyor of Whittlewood and Salcey Forests, (including average Repairs to Hartwell Lodge)	278	15	4	Salary and allowance of Deputy Surveyor of Delamere Forest, as Deputy Surveyor of Salcey Forest and Hazleborough Wood (including travelling and personal expenses)	130	–	–
	550	1	4		401	6	–
Add—				Add—			
Rent to be obtained by letting Hartwell Lodge, with the Shooting over Salcey Forest	120	–	–	Interest, at 7½ per cent., on £.46, the amount required to provide accommodation for the Deputy Surveyor at the Woodman's Lodge in Salcey Forest	3	9	–
Rent to be obtained by letting a Field, occupied by former Deputy Surveyor of Delamere Forest	6	10	–				
£.	676	11	4	£.	404	15	–

Annual saving - - - - - £. 271. 16 *s.* 4 *d.*

CHOPWELL WOODS.

THE clearing, draining, and replanting of about 779 acres of these Woods is being proceeded with in the manner suggested by Mr. Brown, and sanctioned by the Treasury, on Mr. Kennedy's recommendation; about one-half of the quantity of Land to be dealt with has been completed.

WALTHAM FOREST.

THE APPENDIX, No. 26, contains the particulars of a Conveyance of the Crown's Forestal rights in and over a piece of Woodland, commonly called "Knighton Wood," containing 49 A. 3 R. 25 P., part of the Forest of Waltham, in the county of Essex, the purchase-money amounting to £.100. Appendix, No. 26.

THE APPENDIX, No. 27, contains the particulars of a Conveyance of the Crown's right and interest in 10 pieces or parcels of Land, containing together 9 A. 2 R. 37 P., or thereabouts, situate in the parishes of Saint Mary's, Leyton and Wanstead, part of the Forest of Waltham, in the county of Essex, the purchase-money amounting to £.123. Appendix, No. 27.

SCOTLAND.

THE APPENDIX, No. 29, contains the particulars of 13 Sales which have been effected, viz., six Sales of Land in the parish of Kirkwall and St. Ola, in Orkney, in six divisions; the purchase-monies received for which, have amounted to £.2,965; three Sales of the Crown's rights, titles and interest in portions of the shore-ground, viz., on the River Tay at Dundee, of the sea, at Sandsair, in the Shetland Islands, and of Loch Riddan, in the county of Argyle, respectively; the purchase-monies received for which, have amounted to £.21. 15.; and four sales of Burial Lairs, within the Cathedral Burial Ground of Saint Andrews, the purchase-monies received for which, have amounted to £.10. 10; the total purchase-monies received for properties of the above descriptions being £. 2,996. 15. Appendix, No. 29.

The Land Revenues of the Crown in Orkney are derived from two sources, Feu duties, payable by the vassals or proprietors of Lands holding under the Crown, or coming in the place of the Bishops of Orkney, and Property Lands.

The Feu duties are payable partly in money and partly in victual, namely, flesh, oil, butter, malt, meal, bere and poultry; and the victual payments are converted into money payments, according to the fiar (average) prices, fixed each year, for each or any of the several descriptions of produce.

When the management of the hereditary possessions of the Crown in Scotland was transferred from the Barons of Exchequer in Scotland to the Commissioners of Her Majesty's Woods, Forests and Land Revenues, by the Acts 2 & 3 Will. 4, c. 112, and 4 Will. 4, c. 69, it appeared, from a Return made by the agent who had acted under the Barons for the collection of the Land Revenues of the Crown in Orkney, that it consisted of the following

amounts of Land Rents and Feu duties, as applicable to the year 1831, the year immediately preceding the transfer of that management to the Commissioners of Woods, &c.; viz.:

PARISHES.	RENTS FROM LANDS.			FEU DUTIES.			TOTAL.		
	£.	s.	d.	£.	s.	d.	£.	s.	d.
Holm	57	14	–	151	19	$6\frac{1}{12}$	209	13	$6\frac{1}{12}$
Hoy and Græmsay	–	–	–	84	3	$2\frac{1}{2}$	84	3	$2\frac{1}{2}$
Orphir	–	11	$-\frac{6}{12}$	108	18	2	109	9	$2\frac{1}{2}$
St. Ola	97	1	7	62	19	$4\frac{5}{12}$	160	–	$11\frac{5}{12}$
Sandwick	96	17	$9\frac{4}{12}$	157	13	$7\frac{4}{12}$	254	11	$4\frac{8}{12}$
Shapinshay	117	11	$5\frac{8}{12}$	77	2	$5\frac{2}{12}$	194	13	$10\frac{10}{12}$
Stromness	54	5	–	110	4	$5\frac{6}{12}$	164	9	$5\frac{6}{12}$
Walls	130	19	11	58	1	$2\frac{4}{12}$	189	1	$1\frac{4}{12}$
Flotta	–	–	–	5	11	$1\frac{4}{12}$	5	11	$1\frac{4}{12}$
Clumby	–	–	–	6	3	$9\frac{9}{12}$	6	3	$9\frac{9}{12}$
TOTAL £.	555	–	$9\frac{6}{12}$	822	16	$10\frac{8}{12}$	1,377	17	$7\frac{8}{12}$

The charges of collection at this period consisted of

Chamberlain's Salary (with house and 260 acres of land) and £. 55 per annum for a clerk - £. 405

Thus constituting a charge of about $28\frac{1}{2}$ per cent. The charges, as regards the salary and emoluments of the Chamberlain, have been subsequently reduced, viz., on the appointment of Mr. Alexander Graham, in 1836, to a salary of £. 280 per annum, with an allowance of £. 80 for a clerk, and the occupation of the house and 20 acres of land; on the appointment of Mr. J. Spence, in 1840, to £. 200 per annum as salary, an allowance of £. 80 for a clerk, with the occupation of the house, and 20 acres of land; and on the appointment of Mr. John Spence, in 1851, as interim chamberlain, to a salary of £. 150 per annum, with an allowance of £. 50 for a clerk, but without the occupation of the house, or any land.

Within six of the parishes above-mentioned, viz., Holm, St. Ola, Sandwick, Stromness, Shapinshay and Walls, there existed extensive Commons, depastured by the tenants of the Crown, and those of other proprietors of land in common, with servitudes for cutting peat for fuel on the mosses on the Commons. The division and inclosure of these Commons, and the allotment of distinct portions of them to the respective proprietors of land, had engaged the attention of the Barons of the Exchequer. And to facilitate that proceeding, an Act was passed in the 10th Geo. 4, c. 132, intituled, "An Act for authorizing the Division of certain Commons in the County of Caithness, and Stewartry of Orkney, in which His Majesty has an Interest," whereby it was provided, that on summonses raised by the Lord Advocate against all persons interested, the Court of Session should adjudicate on the rights of parties, pronounce final sentence, and value and divide the Commons among those who, as proprietors of land or otherwise, should be found to be entitled to a share.

Shortly after the passing of this Act (in 1830 and 1831), summonses were raised, in the name of the Lord Advocate, for the division of the Commons in the

the parishes above specified; but it does not appear that at that time more than the preliminary steps were taken.

The proceedings thus commenced were resumed, after the transfer of the management of the Land Revenues of Scotland to the Commissioners of Woods; and it was decided by them, that upon the completion of the division of Commons in each parish, at which time the full value of the Crown's interest in that parish could be ascertained, it would be for the interest of the Crown to bring to sale the Lands and the respective Allotments made to the Crown.

The first division of Commons which took place was in the parish and island of Shapinshay, in 1845; when, under the final interlocutor of the Court of Session, the Crown received and had set out 723 A. 299 DEC. as the share to which it was found entitled in respect of its Property Lands in the parish, consisting of 1,059 A. 834 DEC. The whole were sold on 11th August 1846, by private treaty, to Mr. Balfour, the only other proprietor of land in the Island, together with the whole Feu duties payable by him to the Crown as the superior of his lands, for a gross sum of £. 8,500. These Feu duties, consisting of fixed quantities of malt, butter, flesh, and poultry, annually converted into money at the fiar prices of these particular articles, together with a fixed money payment, amounted, after deduction of teind and stipend, on an average to £. 70 per annum, the value of which, at the then rate fixed for the purchase of Feu duties in Scotland, 28 years on an average of seven years, would be £. 1,960, deducting which from the gross purchase-money paid by Mr. Balfour, would leave £. 6,540 as applicable to the purchase of the Crown Lands and Allotment, comprising 1,783 A. 133 DEC., and which had been valued for sale at £. 219. 19. 4. per annum, being about 30 years' purchase on that valuation, and nearly 55 years' purchase on the rental received by the Crown from the Lands previous to the allotment of Commons.

The second division which was brought to a close was that of the parish of Holm, in the year 1846, when the Crown received an Allotment in severalty of 30 acres of Moss, and 1,524 A. 655 DEC. of Hill Pasture. On these Allotments being set out, the Crown Lands, consisting of the Farms of Braehead, containing 60 acres of arable and pasture land, and Swartaquoy, containing 140 acres, were put up for sale by public auction, at Kirkwall, in two Lots, the first, Braehead, having attached to it 15 A. of the Allotment of Moss, and the second, Swartaquoy, with a portion of the Crown Allotment attached to it of the 1,524 A. 655 DEC. of Hill Pasture, extending to 1,206 A. 553 DEC., the remainder of this Allotment, 318 A. 102 DEC., being reserved and annexed to the Crown Farm of Getnip, in St. Ola parish, to which it was adjacent, both Farms, with the Allotments, having been previously valued for sale at £. 125. 0. 2., the rental from the lands previous to the Allotment having been about £. 60 per annum. The Farm of Braehead, with the Allotment, was sold for the sum of £. 1,115, and that of Swartaquoy, with the Hill Allotment, for £. 2,300, making a total for the Crown property in the parish of £. 3,415, being 27½ years' purchase on the valuation, and nearly 57 years' purchase on the rental of the Lands prior to the division and allotment of the Common.

The division of the Commons in the parishes of Sandwick and Stromness were concluded in the year 1853, when the following Allotments were made to

the Crown out of the Commons in each of these parishes in respect of its Property Lands:

	Acreage of Commons.		Allotted to the Crown.		Acreage of Crown Lands prior to Allotment.		Total Contents of Crown Lands after the Allotment.	
	A.	DEC.	A.	DEC.	A.	DEC.	A.	DEC.
In Sandwick - - -	4,208	59	992	898	1,101	102	2,094	000
In Stromness - - -	3,777	14	450	344	162	418	612	762

The lands, with the respective Allotments, were then put up for sale by auction, at Kirkwall, in August 1853, those in Sandwick parish having been divided for sale into seven lots, previously valued at the annual rent of £. 313. 11. 9., after deduction of local and parochial burdens, at upset prices, amounting in the whole to £. 7,839. 11. 6.; and those in Stromness parish having been divided into two Lots, previously valued at the annual sum of £. 92. 17. 1., after deduction of local and parochial burdens, at upset prices, amounting together to £. 2,360. 3. 4.; the rental derived by the Crown from the land in these two parishes previously to the division of the Commons having been in Sandwick £. 230. 8. per annum, and in Stromness £. 52. 5. per annum. The whole of the Lots thus put up for sale were disposed of at the following prices:

	£.
In Sandwick parish - - - - -	8,974
In Stromness parish - - - - -	3,066

the selling prices being at the rate of 28¾ years' purchase on the net annual valuation, and 39 years' purchase on the rental of the Lands in Sandwick parish, and 33¼ years' purchase on the net annual valuation, and nearly 59 years' purchase on the rental of the Lands in Stromness parish, prior to the Allotments being made to the Crown out of the Commons in each parish.

The particulars of these Sales, as regards the Farms then sold, the contents, description, purchasers' names, and the respective amounts received for each Lot, together with the dates of the conveyances, will be found in the Appendix, No. 25, to the 32d Report to Parliament of the Commissioners of Her Majesty's Woods, Forests, and Lands Revenues (1854).

The division of the Commons within the parish of St. Ola was completed in the commencement of the past year, when an allotment was made to and set out for the Crown of 322A. 903DEC. out of the 2,595A. 315DEC., of which those Commons consisted, in respect of its Property Lands within the parish, containing about 476A. 083DEC., and arrangements were then made for bringing to sale this further portion of the Crown Lands and Allotments, together with the allotment out of the Commons of Holm parish, containing 318A. 102DEC., which had been annexed to the Crown Farm of Getnip, in St. Ola parish.

The whole of the Crown Lands in this parish (with the exception of about 6A. 50DEC. of the lands of Brandyquoy), comprising 469A. 583DEC., and the several Allotments of Commons above specified, containing 643A. 965DEC., having

having been divided into Lots, 11 in number, were valued by Mr. Caird at the upset prices for sale as follows:

LANDS.	ACREAGE.	ANNUAL RENTS Payable to the Crown.	UPSET PRICES.
	A. DEC.	£. s. d.	£. s. d.
Lot I.—Portion of the Lands of Glaitness -	19 327	- - -	900 - -
The Crown's right to the Crafty of Glaitness - - - - - -	3 125	40 - -	
Lot II.—Further portion of Glaitness - -	25 131	- - -	900 - -
	A. R. P.		
Lot III.—1. Crantit House and Lands - -	157 2 37	59 15 -	4,050 - -
2. Nether Scapa - - - -	80 0 10	25 - -	1,890 - -
3. Newbigging - - - -	27 2 0	6 10 -	270 - -
4. Hillhead of Crantit - - -	25 0 11	15 - -	335 - -
5. Musterquoy - - - -	23 2 15	5 - -	195 - -
6. Hillhead of Scapa - - -	33 3 0	10 - -	285 - -
7. The Commons of Newbigging, allotted to the Crown - -	262 2 0	- - -	720 - -
Lot IV.—The Lands of Getnip - - -	74 0 0	23 - -	
A. DEC.			
Allotment of St. Ola Common - - - 60 363			1,080 - -
Allotment of Holm Common - - - 318 102			
	378 2 0	- - -	
Lot V.—The Mill of Scapa - - -	- - -	9 - -	90 - -
		193 5 -	10,715 - -

In these divisions, and at these upset prices, the Lands were exposed for sale by public auction, at Kirkwall, in August last, when no offers or biddings were made for Lots I. and II., and the subdivisions 1, 2, and 7, of Lot. III.; the remainder of the properties, viz. Nos. 3, 4, 5, and 6, of Lot III., and Lots IV. and V., were disposed of at prices exceeding in the whole the upset prices fixed for these Lots by £.710, the total of the upset prices amounting to £.2,255, and the prices realized at the auction to £.2,965. The amount thus realized being, as regards No. 3, of Lot III., 48 years' purchase of the rent paid to the Crown; No. 4, of Lot III., 33¾ years' purchase on the rental; No. 5, of Lot. III., 68 years' purchase on the rental; and No. 6, of Lot III., 45 years' purchase on the rental. The particulars of the sale, and description of the Lands, the purchasers' names, the dates of the conveyances granted, and the respective purchase-monies paid by each, will be found in Appendix, No. 29.

The Lots for which no offers were made at the sale have been since disposed of, under the sanction of the Treasury, by private treaty or tender, at the following prices: Appendix, No. 29.

LANDS.	UPSET PRICES at the Sale.	PRICES for which same were Sold.
	£. s. d.	£. s. d.
Lot I.—Part of Glaitness - - - - - -	900 - -	830 - -
Lot II.—Part of ditto - - - - - -	900 - -	750 - -
Lot III.—No. 1. Crantit House and Lands - - -	4,050 - -	5,250 - -
„ 2. Nether Scapa - - - - -	1,890 - -	
„ 7. Commons of Newbigging - - -	720 - -	450 - -

The necessary steps are in progress for completing these sales.

Before accepting the offers thus made, I consulted Mr. Caird, by whom the original valuations had been made, and upon his advice they were accepted. The total amount thus realised for the five Lots was £.7,280, exhibiting a decrease on the gross amount at which they had been put up for sale of £.1,180, whilst, as regards the lands of Glaitness, the prices realised were 39½ years' purchase on the previous rental payable to the Crown. The price realised for the Lands of Cranuit and Nether Scapa was 50 years' purchase on the rental previously paid to the Crown for the lands and dwelling-house, assuming the latter to be annually worth £.20 per annum; and as regards the Commons of Newbigging, the price realised may be considered as the actual selling value of the subjects, no revenue having been derived by the Crown from it since its allotment, nor could any return be expected from it, if retained in the hands of the Crown, without a considerable expense being incurred in fencing and reclamation.

From the above statement, it will appear that the divisions of the Commons in all the parishes in Orkney in which the Crown possessed landed property, have been completed, with the exception of the parish of Walls, which it is anticipated may be brought to a conclusion in the course of the current year; and that the Crown lands, with the respective Allotments which have been made therein, have, as each division of the Commons was completed, been brought to sale, and disposed of on terms highly advantageous to the Crown. The only property which the Crown now possesses in the Orkney Islands consists of the lands in the parish of Walls, and about 6 A. 50 DEC. of land in the parish of St. Ola and Kirkwall, called Brandequoy, above referred to, and the remaining Feu duties payable to the Crown within the parishes of Holm, Sandwick, Stromness, Walls, St. Ola, Hoy and Grœmsay, Orphir, Flotta and Clumly, amounting on an average to between £. 600 and £. 700 per annum.

The remote locality, the peculiar nature of the duties themselves, the local knowledge required for their conversion, and for adjusting on the spot disputed questions of weight and measurement, founded on the practice that prevails to a great extent of paying the Crown's duties in kind, will make it necessary to have the collection superintended by a resident agent. To secure the services of a competent and independent agent, a salary disproportionate to the receipts must be given, so long as these duties are retained in the hands of the Crown. To obviate this necessity, I recommended to the Lords of Her Majesty's Treasury that an offer of purchase should be made to the several Crown vassals, by whom these duties are payable to the Crown, at the rate of 20 years' amount of the net annual charges payable by each, to be calculated on the average of seven years immediately preceding the sale, exclusive of costs for the preparation and enrolment of the instruments of conveyance, such costs to be on a fixed scale, *pro ratâ*, on the amount of the consideration monies to be required. This offer of pre-emption to be made to the vassals through the Crown's local officer, limiting the period of acceptance or refusal to the 20th of September, accompanied with an intimation, that after the expiration of that period without acceptance, it is proposed to offer the duties for sale by public auction. The grounds upon which I made this recommendation to the Lords of the Treasury, and the sanction of the Treasury to the arrangement, will be found in the Appendix, No. 28, A and B. In several cases the terms proposed have been accepted.

Appendix, No. 28. (A.) and (B.)

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THE Appendix, No. 30, contains the particulars of four Sales of portions of the Crown's Revenue derived from teinds within the parishes of Longforgan, county Perth; Markinch and Cameron, in the county of Fife; and Fearn, in the county of Ross, the purchase-monies received for which have amounted to £. 358. 2. 4. Appendix, No. 30.

IRELAND.

THE Crown property in Ireland is composed of dry and unimprovable Rents, known as Quit, Crown and Composition Rents, and Rents of Plus Acres, and of some small and scattered Landed Estates, and the Tithes of two parishes.

I proceed to give a short narrative, under distinct heads, of each of these several descriptions of property, and of the steps which, during the year, while under my charge, I have taken for their management.

Quit, Crown and Composition Rents, and Rents of Plus Acres or Undisposed Lands.

The Quit Rents consist of acreable rents, varying from 1*d.* to 3*d.* per acre, fixed under the Act of Settlement and Explanation, in the reign of Charles II., on the grants made under Patent from the Crown of Lands forfeited in the Rebellion of 1641, and extend through almost every county in Ireland, and are of the nature of Fee-farm Rents.

The Crown Rents are composed of rents reserved under grants of the Crown's ancient Demesne Lands, Lands belonging to dissolved Monasteries, Fairs, Markets, Franchises, Tithes, Advowsons, and Ecclesiastical Benefices.

The Composition Rents are composed of rents reserved by the Crown in the reigns of Queen Elizabeth and James I., as compositions payable by the Irish chieftains of Connaught and Munster for their Lands, in lieu of the irregular and undefined services to which they were subject for the service of the Crown. The Lands in Connaught and Munster subject to these irregular charges were surrendered to the Crown, and re-granted under a reservation of these compositions.

The Rents of Plus Acres, or undisposed Lands, were chargeable in respect of Lands either not at all, or not wholly disposed of, under the Acts of Settlement and Explanation, and were charged against the parties in possession, at the same rent per acre as the Lands disposed of by Patent.

The gross amount in charge on the Crown's Rental, under these several descriptions, for the year ended 31st March 1854, was £. 50,252 12. 9½.

The number of distinct items of which this charge was composed considerably exceeds 9,000.

The collection of these Rents is placed in the hands of 16 of the Collectors of Inland Revenue in so many districts of receipt. The amounts collected by them are lodged in the Bank of Ireland, to the account of the Commissioners

of Woods and Forests weekly, under deduction of their current incidental expenses, authorized disbursements, and charges for collection. These latter are fixed at the rate of 1½ per cent. as regards 13 of the Collectors, and 2 per cent. for the remaining 3. Sales of these Rents are effected under the powers of the Act 10 Geo. 4, c. 50; after the passing of which Act, the authority of the Lords of Her Majesty's Treasury was obtained for disposing thereof by sale, for the best prices that could be reasonably obtained, not being less than equal to 25 years' amount of the Rents respectively.

From the date of this authority till recently, the rate of charge fixed for the purchase and extinction of these Rents, and of the acquittance Fees payable with the Rents, has been 25 years' amount of the Annual Rents and Acquittance Fees, together with a further sum to cover the cost of the preparation and enrolment of the conveyance, regulated by a progressive scale, on Rents from 1 *s.* to £. 25 per annum, commencing at 13 *s.* for the former, and ending at £. 5. 5. for the latter, a quarter of a year's purchase of the rent, or 1 per cent. on the purchase-money, being charged in the name of costs on the purchase of all rents above £. 25 per annum, and a gross sum of £. 2. 10 *s.* being charged as the purchase-money and costs for rents under 1 *s.* per annum. Under these circumstances, the purchaser, where the Rent and Acquittance Fees should not amount to 1 *s.* per annum, would have to pay for the same at the rate of upwards of 50 years' purchase, while the purchaser of Rents and Acquittance Fees, which should amount to £. 25 per annum and upwards, would acquire the same at 25¼ years' purchase. In 1852 my attention was directed to the existing regulations for the sale of a similar class of Rents, the Fee-farm Rents in England and Wales, which were then disposed of on the following scale: Under £. 1 per annum, at 30 years' purchase; from £. 1 to £. 5 per annum, at 28 years' purchase; and exceeding £. 5 per annum, at 26 years' purchase. Since 1852 all these Rents have been disposed of at one uniform rate of 30 years' purchase, without any charge on the purchasers for the costs of conveyance or enrolment. The improved value of landed property in Ireland within the last few years, and the increasing amount of sales of Quit Rents in that country since the establishment of the Court of the Commissioners for the Sale of Incumbered Estates, led me to consider that an alteration in the rate of purchase required on the sale of these Rents, and a more equitable adjustment of the rates for purchase, would be expedient, and that such a scale ought now to be fixed as would more nearly assimilate with that adopted for the sale of unimprovable Rents in England. The following scale was consequently adopted by me in August last, as applicable to all sales of Quit, Crown and Composition Rents in Ireland which should be effected from that date; viz., on all Rents embraced in any one proposal which, with the Acquittance Fees, should not exceed 20 *s.* per annum, a fixed rate of 30 years' purchase; and on all Rents embraced in any one proposal which, with the Acquittance Fees, should exceed 20 *s.* per annum, a fixed rate of 28 years' purchase; no charges being in either case made against the purchaser in respect of the costs of the conveyance. This scale of charges applies to all the sales, proposals for which have been received since the month of August last; and while, on the one hand, as compared with the previous scale, it will, generally speaking, be of pecuniary advantage to the Crown, it will, on the other, relieve the purchaser of small Rents, generally those least able to bear it,

from

from a rate of charge in the shape of costs of conveyances, varying from 50 to 75 years' purchase.

THE Appendix, No. 31, contains a Schedule of all unimprovable Rents payable to the Crown in Ireland which have been sold, amounting to £. 601. 8. 6¼. per annum, the consideration moneys for which have amounted to £. 16,833. 6. Appendix, No. 31.

The Rents sold within the preceding year to 31st March 1854, on the former scale, at which they were disposed of, amounted to £. 569. 9. 3¾., and the consideration monies received for the same within that period, to £. 14,774. 13.

CROWN LANDS, IRELAND.

THE landed property of the Crown in Ireland was either derived, by purchase by former Sovereigns, for the erection and maintenance of Forts and Defences for the country, from rights acquired by conquest from the dissolution of Religious Houses at the Reformation, or from forfeitures at the several Rebellions in Ireland, more particularly those in the years 1641 and 1688.

Of the first class, some are still vested in the Crown, and under the management of this Department, to which they reverted upon the death or abolition of the office of the Governors of the respective Forts, to whom the tract of land attached to the Forts had been formerly assigned as part of their emoluments, the Forts themselves, and such Lands connected with them as are considered necessary for the defences being in charge with the Board of Ordnance: of the second, the majority have been granted away to subjects, the reversion, where such grants have been made subject to an entail, remaining in the Crown, and liable to revert in possession to the Crown on the failure of the persons named in the entail.

Of the dissolved Monastery Lands, it is believed nearly the whole were granted away by the Crown, the reserved Rents forming a portion of the revenue known as Crown Rents.

The greater portion of the Forfeitures of the year 1641 were disposed of under the Acts of Settlement and Explanation, at acreable rents, forming the bulk of the revenue known as Quit-rents: such portions as were not actually included in the patents are chargeable against the persons in possession, under the name of Rents of Plus Acres, or undisposed Lands.

The remainder of the Crown Lands in Ireland was composed of the Forfeitures of 1688, and consisted of such of those Lands as had not been sold by the Commissioners of Forfeited Estates, appointed under the 11th & 12th Will. 3. Such portions of these Estates as were not sold in 1703, were, by the Act 1 & 2 Queen Anne, re-vested in the Crown, and their management placed in the hands of the Commissioners of Revenue in Ireland, to collect the rents on behalf of the Crown.

At the period when the the management of the Land Revenues of the Crown in Ireland was assigned to me, by the order of the Lords of Her Majesty's

Treasury, of 12th May 1854, the landed Estates of the Crown in Ireland consisted of the following:

No.	COUNTIES.	ESTATES.	ACREAGE, Statute Measure. A. R. P.	RENTAL. £. s. d.	TENURES.
1.	Armagh	Charlemont:			
		Houses and Lands	143 0 0	425 15 9¾	Held under agreements for Leases expiring in 1874.
		Fort and Buildings connected therewith, in the hands of Board of Ordnance	20 0 0	—	
2.	Roscommon	Laggan	417 1 18	92 6 1¾	Under a Lease which would expire in 1862: the property has been resumed by the Crown for non-payment of Rent.
3.	Galway	Irvilloughtragh:			
		Occupied	224 0 36	107 5 6	Tenants at will, or from year to year.
		Unoccupied	470 0 0	—	
4.	Galway	Boughill:			
		Occupied	112 0 0	39 7 6	ditto ditto.
		Deep Bog	320 0 0	—	
5.	Galway	Corlack, &c.:	Plantation.		
		9 Townlands:			
		Profitable	303 0 0	33 4 7½	Held under an expired Lease.
		Unprofitable	580 0 14		
			Statute.		
6.	Galway	Caldramihill	17 3 10	1 7 8¼	ditto ditto.
7.	Galway	Sunnagh	12 3 33	– 18 5½	ditto ditto.
8.	Limerick	King's Island	80 2 13	212 – –	Let annually for grazing, from March to November.
9.	King's County	Kilconcouse	871 0 0	419 – –	Under agreements for Leases for 21 years, from 1st May 1852.
10.	Wicklow	Greenhill Field	13 2 20	25 7 –	Under a Lease, which will expire 1st May 1856.
11.	Dublin	Santry Tithes	– – –	151 – 3¾	Rent-charges in lieu of Tithes, payable to the Crown by the Owners of Land within the Parishes.
		Ballyboghill Tithes	– – –	37 10 –	
12.	Kerry	Castlemaine:			
		Lands	9 1 27		
		Houses, Fairs and Fishery	– – –	40 – –	Tenants at will, or from year to year.
13.	Cork	Fort Lands, Kinsale:			
		James Fort	26 1 12	28 1 6½	Tenants from year to year.
		Charles Fort:			
		Houses and Lands	38 1 13	60 4 10	
		Shore Ground at James Fort	7 1 22	– 2 –	Held on a Lease for 31 years in trust for the Fishermen of Kinsale.
14.	Cork	Kingwilliamstown	5,069 0 38	624 11 3	Tenants from year to year.
			£.	2,298 14 8	

I subjoin

I subjoin a short narrative of the position and prospects of each of these Estates:

No. 1.—Charlemont.

These Lands were purchased by King Charles I., for the erection of a Fort on the River Blackwater. The rents of such portions of the Estate as were not required for the Fort, Magazines and Defences, were appropriated towards the support of the Governors, as part of their emoluments. The property consists chiefly of houses, constituting the town of Charlemont, with about 143 acres of meadow and pasture ground. The rental at present derived from the Houses and Lands is £. 425. 15. 9¾. The Fort, and Buildings connected therewith, and the exercising ground, comprise an area of 20 acres, and are held by the Board of Ordnance for the public service. As the tenure of the several Governors did not permit them to grant Leases for a fixed term, or for any longer period than their own tenure of office, a Commission was issued by his Majesty George III., on 12th July 1813, to General Norton, then Governor of Charlemont, and others, whereby they were authorized to contract and agree for Leases of the Houses, Messuages, Gardens, Lands and Tenements lying within the town and borough of Charlemont, for terms not exceeding 60 years. Under this Commission, forty-five contracts were entered into by the Commissioners thus appointed for Leases of 60 years, from 1st November 1814, at annual Rents, amounting together to £. 418. 4. 11¾., which, with the Rent of a plot of ground demised by the Commissioners of Woods in 1845, at £. 5. 10. 9¼. per annum, and £. 2 as the rent for a Chapel, make up the present rental derived from the Estate. On the death of the last Governor of Charlemont, in 1834, the appointment was not renewed, and the management of the property devolved upon the Commissioners of Woods. The rents are paid with regularity. On 1st November last there were 20 years unexpired of the terms for which the contracts for Leases had been originally entered into.

No. 2.—Laggan.

The Lands of Laggan, in the county of Roscommon, were forfeited to the Crown in the year 1688, and not having been sold by the Commissioners of Forfeited Estates, were placed, by the Act 1 & 2 Anne, under the management of the Commissioners of Revenue, Ireland, and having been by them demised, from time to time, were finally granted in Lease to the late Theophilus Blakeney, for 61 years, from 1st May 1801, at the annual rent of £. 100, late Irish currency, or £. 92. 6. 1¾. British. The Lands contained 417 A. 1 R. 18 P. of statute measure. The reserved Rent having fallen into arrear in 1847, proceedings were adopted for recovery of the arrear, primarily with the view to the appointment of a Receiver over the Estate, on the part of the Crown, and ultimately for determining the Lease, and for the recovery of the possession, consequent on a breach of covenant, by the non-payment of the Rent. The cause having been heard, the Lord Chancellor of Ireland, in November 1853, declared Her Majesty entitled to the possession of the Lands, and directed an Injunction to issue, under which the possession would be obtained, giving, however, to the Respondent, the son of the Lessee, six months from the day of the Injunction being executed, to come in and redeem the Lands on payment of the arrears of rent, amounting at that date to £. 738. 9. 2.: the Writ of Injunction was executed on the 27th January 1854, and the possession was delivered to a bailiff on the part of the Crown. No steps having been taken

by the Respondent to redeem the Estate within the six months allowed by the Lord Chancellor, the possession of the Crown became absolute.

From a census of the population taken at this time, it appeared that it consisted of 48 families, comprising 187 individuals, holding under Mr. Blakeney, at annual rents amounting to about £.259, besides 34 individuals living in miserable cabins, without any land, or any visible means of support. The greater part of these rents had been in arrear to Mr. Blakeney, for many years, and none had been paid within three years. Of the 48 families occupying the land, 38 appeared to be in a condition of absolute pauperism; one only could be considered as solvent, and nine were considered as unable to pay more than one year's rent; such nine occupying 58A. 2R. 12P., at annual rents amounting to £.55. 18. 1. per annum. The circumstances under which this property was resumed, gave the Crown no claim to recover any part of the arrears of the leasehold rent from the occupiers, or to enforce payment of any rent from them in respect of their occupation, until some new disposition should be made of the Lands.

No. 3.—Irvilloughtragh.

These Lands, containing 694A. 0R. 36P., were forfeited to the Crown in 1688, and not having been sold by the Commissioners of Forfeited Estates, were placed within the management of the Commissioners of Revenue, Ireland, and were last demised by them to Sir Ross Mahon, Bart., for 61 years, from 1773, at the annual rent of £.45. 10., and which lease determined in 1834; shortly after which, possession was resumed by the Crown, and the occupying tenants having attorned as tenants to the Crown, were continued in their respective holdings as tenants from year to year, at the same rents which they had paid to Sir Ross Mahon, amounting in the whole to £.401. 0. 8. per annum. At this period, the Lands were occupied in small subdivisions, extending to 492, which were divided among 68 families, comprising 463 individuals. The accruing rents were paid with tolerable regularity till 1846, when, from the failure of the potato crop, and the general depression in value of all agricultural produce in Ireland, great distress prevailed among the numerous occupiers of the Estate, and great difficulty was experienced in procuring payment of rent. Works in drainage, fencing, &c., on the Lands, were undertaken for the employment of the most distressed among the tenantry, from November 1846, the payments to whom, as wages for work performed, amounted to about £.400 within the three years following. In order to relieve the property from the pressure of a superabundant population, 360 individuals resident on the Lands were offered, and accepted, a free passage to America, in the years 1848 and 1849, at the expense of the Crown. The remaining population were not found capable of managing or cultivating more extensive holdings than they then possessed, with any advantage to the Crown or themselves; and it was not deemed expedient to replace such vacancies by the introduction of strangers on the Lands. The vacated Land has consequently been appropriated for grazing, lettings by the season, or by the year, as occasion offered for such an occupation. In 1852, under the direction of Mr. Kennedy, an inspection of the property was made by Mr. M'Culloch, whose Report as to remodelling and re-arranging the property, with Mr. Kennedy's recommendations to the Treasury, and the approval of their Lordships to those recommendations, will be found in the Appendix, No. 2 B. and C. to the Thirty-first Report of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, pages 568 *et seq.*

From

From the further Report of Mr. Kennedy (Appendix, No. 2 F.) to the same Report, page 572, it will appear that the proposed arrangements were not carried out, the occupying tenantry having refused to accept either the offer made to them of free emigration, or removal from the Estate, on receiving such small sums of money as should enable them to locate themselves elsewhere. The property has consequently remained in the same condition as it was previously, viz. an increasing arrear of rent, and a gradual progression of the occupiers to absolute pauperism.

No. 4.—Boughill.

These Lands, containing 75 a. 2 r. 32 p. of Arable Land, with 36 a. 0 r. 39 p. of Pasture Land, held in common by the occupiers of the Arable Land, and 320 a. 0 r. 9 p. of deep Bog, were forfeited to the Crown in 1688, and having been placed in the management of the Commissioners of Revenue (Ireland), as a portion of the unsold Forfeited Estates, were last leased by them to Edmund Kelly, for a term which expired with the determination of their powers of management in 1793, for £. 6. 3., at which rent the Lands were held till 1830, when the possession was resumed by the Crown, and the several occupiers were accepted as tenants to the Crown, at a cumulo rent of £. 50 per annum. At this period 17 families, comprising 104 individuals, were in the occupation of the Lands, both Arable and Pasture. The same causes which at Irvilloughtragh led to distress among the tenants, and a gradual falling off in payment of the rents, operated at Boughill since the year 1846, and, with a view to their relief, the sum of about £. 200 was expended in wages among the tenantry, in drainage, fences and roads; and 51 individuals were offered, and accepted, a free passage to Canada, at the expense of the Crown, in 1848 and 1849. The particulars relating to the arrangements proposed under Mr. M'Culloch's advice, for remodelling this Estate, and the mode in which those arrangements became inoperative, from the refusal of the tenants to accept the offers made to them of emigration or removal, will be found in the Appendices above referred to, as regards Irvilloughtragh, to the Thirty-first Report of the Commissioners of Her Majesty's Woods, Forests and Land Revenues, and as in that case, the Boughill property continued in the same condition as before those arrangements were proposed, and submitted to the Treasury.

No. 5.—Corlack, &c.

The Lands of Corlack, Lissetrissagh, Kilcolmag, Clonfaddagh, Kilnecappy, Creduffe, Garvagh, Kilmackrickard, and Bowcrower, contained by the Strafford Survey 1,387 acres profitable Land, and 1,176 acres unprofitable, of which, as forfeited to the Crown in 1641, there had been granted, under the Act of Settlement and Explanation, to Sir Maurice Hurley, 303 acres profitable, and 204 a. 1 r. 36 p. unprofitable; the remainder, 1,084 acres profitable and 971 a. 2 r. 4 p. unprofitable, had been at the same time granted to Sir Ulick Burke. In the Rebellion of 1688 the 303 acres granted to Sir Maurice Hurley reverted to the Crown, by the forfeiture of his son, Sir William Hurley, and not having been sold by the Commissioners of Forfeited Estates, were placed in the management of the Commissioners of Revenue, Ireland, and by them last demised, with the 204 a. 1 r. 36 p. of unprofitable Land attached to them, to William Kelleher for 61 years, from 1st May 1773, at £. 36 per annum, of late Irish currency, or £. 33. 4. 7½. British, in the following divisions, being the

respective acreages originally granted to Sir Maurice Hurley, and which had been again forfeited to the Crown in 1688; viz.:

	A.	R.	P.
In Corlack	25	0	0
Lissetrissagh	6	0	0
Kilcolmag	2	0	0
Clonfaddagh	7	0	0
Kilnecappy	17	0	0
Creduffe	73	0	0
Garvagh	92	0	0
Kilmackrickard	66	0	0
Bowcrower	15	0	0
	303	0	0

the remainder of each of the nine Townlands being then in the possession of the Burke family, and forming part of the Glinsk Estates. The Lease to Kelleher, in 1773, was taken in trust for that family; so that at that period the entire acreage of these denominations, 1,387 acres profitable, and 1,176 acres unprofitable, was held by that family and its tenants without any partition of division being made of the 303 acres forfeited by Sir William Hurley, and leased to Kelleher, from the portions originally granted to Sir Ulick Burke. No partition has ever been made of the Crown's proportion of these Townlands; ineffectual attempts were made for many years after 1834, when the term of the Revenue Lease expired; but the number of persons interested, and the total want of any evidence as to the original boundaries of the Lands forfeited in 1688, interposed insuperable obstacles. The entire of the last five of the above denominations have remained in possession of the Burke family; the remaining four have passed at various times into the hands of other persons, who hold the entire of each without any reference to the proportions belonging to the Crown. In 1847 arrangements were proposed for the sale of the Glinsk Estate, under the Court of Chancery, at the instance of the creditors on the property; and the assistance and co-operation of the Crown was sought as regarded the right of property it possessed within each of the five Townlands above adverted to; viz. Kilnecappy, Creduffe, Garvagh, Kilmackrickard and Bowcrower, with the view of fixing, if practicable, the extent of the Crown rights, and the proportion to which the Crown should be entitled of the value that might be realized on a general sale of the property. The principle finally adopted was that of assuming the Crown's rights to extend to a proportionate part of the extent of each of the five Townlands, by modern survey, corresponding to the acreage by the Strafford Survey above specified as having been forfeited to and demised by the Crown out of the original contents.

The acreage of these five Townlands by the Strafford Survey was 934 acres profitable, and 775 acres unprofitable, together 1,709 acres, of which there had been forfeited to the Crown, and leased to Mr. Kelleher, 263 acres profitable, and 179A. 3R. 25P. unprofitable, together 442A. 3R. 25P.

By a survey made in 1821 of these Townlands, their contents appear to be—

	A.	R.	P.
Of Arable and Pasture	2,020	3	11
Bog	1,194	3	34
Lake	21	–	–
	3,236	3	5

and

and assuming that the Crown would now be entitled to the same proportion of the modern survey as devolved upon it by forfeiture out of the ancient survey, the extent to which it would be so entitled, out of the gross contents of these five Townlands, would be 795A. 0R. 29P., the annual value of which was reported in 1846 to be £.294. 3. 8., and the fee-simple value £.5,023. 12. 6. Under the sanction of the Treasury, terms were proposed in 1847 on this principle to the creditors of the late Sir John Burke, for a sale of the Crown's rights and interest in these five Townlands, and it was agreed that the above sum of £. 5,023. 12. 6. should be paid to the Crown out of the first proceeds of sale, as the consideration for the transfer to the purchasers of the lands of all such rights and interests. The sale of the Glinsk Estates was not, however, then proceeded with under the Court of Chancery, but has been resumed since the establishment of the Incumbered Estates' Commission. And the necessary steps having been taken for bringing the claim of the Crown before that Court, and for having that claim satisfied by the payment, out of the proceeds of sale, as a primary charge, of the above sum of £. 5,023. 12. 6., that amount was paid over to the Account of the Commissioners of Woods at the Bank of Ireland, shortly after the completion of the sale of the whole of the Glinsk Estates, in November 1853. No conveyance has, however, as yet been granted of the Crown's rights, consequent on difficulties which have arisen in the adjustment of the precise terms of the instrument of conveyance.

As regards the four remaining Townlands, viz., Corlack, Lissetrissagh, Kilcolmag, and Clonfaddagh, the Crown's undivided proportion of which is held by the persons now owning the entire of each Townland, terms have been proposed to the proprietors of each for the purchase of the Crown's rights, on the same principle as that adopted with regard to the five which formed part of the Glinsk Estate, viz., that the extent of that right should be assumed to be the same proportion of the extent by modern survey of each as the Crown became entitled to by forfeiture, in 1688, out of the then contents of each.

Thus, by the Strafford Survey, the contents of the four Townlands in question was 453 acres profitable, and 401 acres unprofitable, of which, there were forfeited to the Crown, and leased to Kelleher, 40 acres profitable, and 24A. 2R. 11P. unprofitable. By a survey made in 1821, the gross acreage of the four Townlands is 858A. 2R. 25P., the Crown's proportion of which would, on the above principle, be 87A. 3R. 25P.; the annual value of which was estimated in 1846 at £.76. 5. 9., and the fee-simple at £.1,368. 7. 8. Negociations are in progress with the proprietors of these four Townlands for an adjustment of the Crown's claim on this principle; and there is every reason to believe that in each case the full amount of that claim will be realized; in two cases, namely, the lands of Clonfaddagh and Lissetrissagh, the terms proposed for the former, at the price of £.197. 5., and for the latter, at the price of £.81. 9. 2., have been accepted, but the arrangements for sale have not been completed.

No. 6.—Caldramihill.

These Lands, containing 17A. 3R. 10P., were forfeited by Sir William Hurley, in 1688, and, not having been sold by the Commissioners of Forfeited Estates, were placed under the management of the Commissioners of Revenue, Ireland, and by them last demised to an ancestor of the present occupier, Mr. O'Connor, for 61 years, from 1st May 1773, at £.1. 10. per annum, late Irish currency, or £.1. 7. 8¼. British. The representatives of the Lessee have

been in possession since the expiration of that demise (1834), paying the rent thereby reserved. Terms for sale have been proposed to Mr. O'Connor for the sale to him of these lands at £.252. 10., at which the fee-simple has been valued; but the arrangements have not been concluded.

No. 7.—Sunnagh.

This Townland, containing 12A. 3R. 33P., was also a part of the forfeitures of Sir William Hurley, in 1688, and was placed under the management of the Commissioners of Revenue, Ireland, and last leased by them to Dr. M'Keogh for 61 years, from 1st May 1773, at the annual rent of £. 1, late Irish currency, or 18*s.* 5½*d.* British. The occupation at this rent has continued since the expiration of the lease in Mr. Kelly, as the representative of the lessee: proposals of terms have been made to Mr. Kelly for the sale of the Lands for £.170, at which the fee-simple has been valued; but the negociation has not been concluded.

No. 8.—The King's Island, Limerick.

This property originally contained 59A. 2R. 8P. of plantation measure, and the rents, issues and profits derived from it were attached to the office of the Constable of Limerick Castle. This office was last held by Viscount Gort, and was abolished in 1835, when the property reverted to the Crown, and became in charge with the Commissioners of Woods; but as the possession of these Lands, and of the Rents, was retained by Lord Gort, on the ground of their forming a part of his retired allowance, it was not till 1842, and after the adoption of legal proceedings against Lord Gort's representatives, that the possession was surrendered to the Crown. In this year an agreement was entered into with Mr. Thomas Nolan, who had occupied the Lands previously under Lord Gort, for a yearly tenancy under the Crown, at the annual rent of £.239. 4. 8. In 1846 works were undertaken by the Crown, in the formation of an embankment round the Crown's portion of the Island, for the protection of the property from the inundations of the Rivers Shannon and Abbey, and for forming it into a Public Walk. On a re-survey and re-valuation of the Lands, after these works were completed, they were reported to comprise 49A. 3R. 21P. plantation, or 80A. 2R. 13P. statute measure, and to be of the then annual value of £.261. 17. 3., at which Rent Mr. Nolan was continued as tenant to the Crown, and so remained till the 25th March 1852, when he was permitted to surrender the occupation. Since that period the Lands have been let as yearly lettings for grazing only, between the months of March and November in each year. And they are now held by Mr. Thomas Meehan, for an occupation for grazing, from 25th March last to 1st November next, at a rent for that period of £.4. 5. per Irish acre, or £.211. 19. 4. Negociations have been for some time pending with the Board of Ordnance for the sale to them of this property for military purposes, which have recently been concluded at the sum, founded on the valuation of Mr. Griffith, of £. 5,550., being 25 years' purchase on an annual value of the Lands, of £.222.

No. 9.—Kilconcouse.

The Lands of Kilconcouse, Leagh and Ballyshane, containing of Arable and pasture Land 871 acres, statute measure, were forfeited to the Crown in 1688, and not having been sold by the Commissioners of Forfeited Estates, were transferred to the management of the Commissioners of Revenue, Ireland, and were last

last leased by them to William Cocksedge, from 1st October 1728, for the term of their interest, which determined in 1793, at an annual rent of £.122. 10. The interest of the lessee, notwithstanding this determination of the powers of the Commissioners of Revenue, continued till 1830, when the property was resumed into the hands of the Crown, and agreements were entered into with 12 tenants for the occupation, under leases to be granted by the Crown for 21 years, from 1st November 1829, at rents amounting together to £. 554. 12. 11. On the expiration of these tenancies, on 1st November 1850, the sale of the property was recommended to the Treasury, under a valuation which had been made of the estate at £. 8,850, subsequently reduced, from the universal depression in the value of land in Ireland, to £.7,080 ; but such sale was not then carried into effect. In 1852 the authority of the Treasury was received, founded on recommendations made by Mr. Kennedy, for re-modelling and re-allocating the holdings on the property. These suggestions involved the reduction of the former population by emigration and voluntary removal from the Lands of those who then occupied portions, as subtenants to the original Crown Lessees, the re-division of the Lands in distinct Farms, among 14 individuals, holding directly from the Crown, under agreements for leases for 21 years, as from 1st May 1852, and the readjustment of the rental, whereby the gross rental at which these occupations were to subsist, was fixed at the annual sum of £. 419. When this arrangement was made, the arrears on the former rental of the property were £. 1,968. 4. 3., of which £. 1,545. 12. 5. was remitted, conditioned on payment of the balance, £. 422. 11. 10., by the respective persons who were on this re-allocation accepted as tenants to the Crown. This condition has been since fulfilled. The expenses incurred by the Crown in carrying these arrangements into effect were about £. 350. At the same time an obligation was entered into on the part of the Crown for the preliminary outlay of about £. 560 in new buildings, fences and drainage, the respective tenants being bound to pay 5 per cent. interest on the amount thus to be expended by the Crown in proportions applicable to the requirements of their respective Farms.

No. 10.—Greenhill Field.

This small property, extending to only 13 A. 2 R. 20 P., is held by Mr. Charles Cavanagh, under a lease granted by the Commissioners of Woods for seven years, from 1st May 1849, at the annual rent of £. 25. 7. These Lands formed a portion of a Crown property adjacent to the town of Wicklow, called the Wicklow School Lands, in two divisions, one called the Castle Lawn, containing 3 A. 3 R. 28 P., and the other the Greenhill Field, containing 13 A. 3 R. 20 P. The rents of these Lands had from an early period been appropriated, under the warrant of successive Lords Lieutenant of Ireland, to the use of the schoolmaster of the Grammar-school at Wicklow. The School having ceased to exist, the Lands were resumed into the possession of the Crown in 1847, and then valued for sale at £. 875. 6., viz., for the Castle Lawn, £. 115, and for the Greenhill Field, £. 760. 6. The Castle Lawn was sold by private contract, at the above sum, to the Right Hon. Sir Thomas Esmonde, under the authority of the Treasury, in 1849 ; and the Greenhill Field was put up for sale by public auction on two occasions, first in 1848, the reserve price being fixed at £. 760. 10., when, no offer having been made above £. 700, it was bought in; and, secondly, in 1849, the reserved price being then fixed at £. 650, when no offer having been made above £. 500, it was again bought in, and was

subsequently leased to Mr. Cavanagh for seven years, from 1st May 1849, at £. 25. 7. per annum. In the early part of 1852 an offer was made to purchase the Lands as then let for £.700, which was declined, as not being deemed adequate for a property so circumstanced, in the immediate vicinity of the town of Wicklow, and with the prospect which then existed, but which has not since been realised, of the Terminus of the Dublin and Wicklow Railway being placed in its immediate vicinity. The Lands are situated about half a mile from the proposed Terminus, and a quarter of a mile from the sea-coast.

No. 11.—Tithes of Ballyboghill; Tithes of Santry.

The Tithes of the parishes of Ballyboghill and Santry (now rent-charges under the Act 1 & 2 Vict. c. 109), became the property of the Crown on the dissolution of the Abbey of St. Mary, in Dublin. The remainder of the temporalities of the Abbey was granted away by the Crown in 1603. These Tithes were placed in charge with the Commissioners of Revenue, Ireland, for the use of the Sovereign; they were leased by those Commissioners in 1793, for 41 years, if they should be so long vested with the management. This Lease determined by the passing of the Act of 1827, by which the management of the Land Revenues of the Crown in Ireland was transferred to the Commissioners of Woods, and the Tithes have been since accounted for to them as part of the Crown Revenues, under deduction of £. 25 per cent. from the tithe composition of the parish, under the Act above referred to, of 1 & 2 Vict. c. 109; portions of the Tithes have been sold since 1827. The annual amount now in charge in the parish of Ballyboghill, as payable out of three denominations of Land, is £. 37. 10.; and the annual amount in charge in Santry Parish, and payable out of five denominations of Land, is £. 150. 0. 3¾. The amounts are paid with regularity.

No. 12.—Castlemaine.

These Lands, containing about nine acres, are situated in the vicinity of the Town of Tralee, on the banks of the River Maine, near its entrance into Castlemaine Harbour, and consist of the site of the Village, some Pasture ground, the Fair Green and Castle Pound, with an extent of Salmon Fishing attached to the Lands, supposed to extend for about two miles above and below the Crown property. The Village originally consisted of about 35 mud cabins of a very inferior description, and one slated house, occupied by families of the poorest class, comprising at the time of the resumption of the property by the Crown, in 1836, about 109 individuals. The rents, issues and profits derived from this property, had been prior to 1836 received by and formed part of the emoluments of the Governors of Castlemaine Fort, a sinecure office. This office was abolished by the Treasury in 1836, during the life of the then Governor, Mr. St. George Cuffe, and the property was placed under the management of the Commissioners of Woods, &c., as from August 1835. At the time of this transfer, it was found that it was held by Miss Ellen Connor, under a Lease granted by Mr. Cuffe, for the term during which he should hold the office of Governor, and which term consequently determined on the abolition of that office. The Houses, Gardens, Lands, Fair and Fishery were sublet by Miss Connor at annual rents, including £.18 for the privilege of holding two Fairs, amounting together to £.87. 16. 10. The several occupiers were continued as tenants to the Crown, at the rents formerly paid by them to Miss Connor. Between

1835 and 1849, 19 of the cabins had become wholly ruinous and dilapidated, or been levelled, and their occupiers had left the property, and three more were taken down to form part of the site granted by Her Majesty for a National School on the Lands, the occupiers of these three cabins being removed to New York as emigrants at the expense of the Crown. The greatest difficulty had always been experienced in procuring payment of the rents from the occupiers, who were, generally speaking, in a state of pauperism, without any visible means of support from any local trade or business. The arrears at March 1849 on the then rental of £.62. 5. 4., to which it had been reduced by the removals of the tenants, and the falling into ruins of the cabins above adverted to, amounted to £.280. 13. 4.; and in August 1849 and June 1850 the offer of emigration at the expense of the Crown was made to and accepted by 14 families, comprising 72 individuals, who went to New York, and the cabins which they had occupied were pulled down. At the end of the past year there were residing on the Lands six families, comprising 24 individuals, holding at rents amounting to £.18. 19. 5. per annum, and the customs of the Fairs were in use, to be let annually for about £.20. The property has been thus gradually deteriorating.

No. 13.—Fort Lands at Kinsale.

These Lands, which are attached to the respective Forts called James Fort and Charles Fort, in Kinsdale Harbour, contain, as regards the former, 33 A. 1 R. 34 P., and as regards the latter, 38 A. 3 R. 13 P., exclusive of the portion retained in the hands of the Board of Ordnance at Charles Fort for the defences and exercising ground. The rents and profits of these Lands were enjoyed by the former Governor of both Forts. This office was last held by Sir Warren Peacocke, by whom the whole Lands attached to each Fort were let at the annual rent of £.83. 1. 6. Down to the year 1846 the general management of these properties was vested in the Board of Ordnance; but that management was subsequently transferred to the Commissioners of Woods, and the Lands at both Forts, exclusive of the ground at Charles Fort, occupied by the Fort and its defences, and the exercising ground, and of 7 A. 1 R. 22 P. of the Lands at James Fort, of which a Lease was granted by the Commissioners of Woods in 1848, to Trustees on behalf of the Fishermen of Kinsale, for 31 years, from 1st November in that year, at the nominal rent of 2*s.* per annum, are now occupied by tenants holding from year to year, at rents amounting, as regards Charles Fort, to £.60. 15. 10. per annum, and as regards James Fort, to £.28. 1. 6. per annum. The rents are paid with regularity.

No. 14.—Kingwilliamstown.

This property is situated in the county of Cork, on the River Blackwater, near its source, and consists of a tract of arable, pasture and mountain land, elevated above the level of the sea, at an average of 800 feet, about one-fourth of the property exceeding that elevation. The present Estate, with other Lands, under the name of the Lands of Pobble O'Keefe, were forfeited to the Crown in 1641, and not having been granted away under the Acts of Settlement and Explanation, remained as "undisposed land," subject to an acreable quit-rent. A portion, since known as Kingwilliamstown, containing about 5,000 acres, was let by the Privy Council in the reign of Queen Anne for 99 years, from 1721, at an annual

rent of £.86 of late Irish currency; and the possession of this portion was surrendered to the Crown in 1829. At that period, the Lands which the Crown resumed possession of were found to be of the several descriptions and annual value following; viz.:

	CONTENTS.	ESTIMATED VALUE.
	A. R. P.	£. s. d.
Under partial cultivation, consisting of dispersed parcels of coarse, heathy and rushy Meadow, and coarse Pasture Land, with some Arable - -	1,125 2 16	393 17 2
Mountain Pasture unreclaimed - - - -	3,748 0 37	175 11 11
Heathy Bog and Turbary - - - - -	103 1 30	6 5 3
	4,977 1 3	575 11 4

The cultivable portions were then in the occupation of about 70 families, the several divisions of that part of the property being held and cultivated by them in common. In 1832, upon the recommendation of a Committee of the House of Commons, an attempt to improve the district at the expense of the Crown, by the reclamation of portions of the Mountain and Bog Lands, was undertaken; the preliminary steps for which, consisted of the formation of new Roads of communication with the neighbouring counties and towns through a tract of land, previously almost inaccessible.

These operations were carried into effect under the supervision of Mr. Griffith, whose Reports from the commencement, with the financial details of Receipt and Expenditure, have been periodically presented by the Commissioners of Woods to Parliament, in the years 1833, 1834, 1836, 1837, 1839, 1841, 1844 and 1851.

The Lands were divided into five distinct Townlands; viz., Tooreenclassagh, Tooreenglanahee, Carriganes, Meenganine, and Glencollins Upper and Lower, on which was situated the Model Farm and the village of Kingwilliamstown, which were in the occupation of about 65 tenants, comprising, with their families, upwards of 600 individuals. The following statement shows the gross Acreage of each Townland, the number of Tenancies on each, and the gross Rental which was in charge in the past year against each, under the division and allocation which took place in 1839:

TOWNLANDS.		CONTENTS, Statute Measure.	Number of Tenancies.	ANNUAL RENTS.
		A. R. P.		£. s. d.
Tooreenclassagh - -	Occupied - - -	449 2 5	15	104 11 6
	Unoccupied - -	138 1 33	—	—
		587 3 38		
Tooreenglanahee - -	Occupied - - -	712 2 27	13	147 13 -
	Unoccupied - -	77 0 29	—	—
		789 3 16		

TOWNLANDS.		CONTENTS, Statute Measure.	Number of Tenancies.	ANNUAL RENTS.
		A. R. P.		£. s. d.
Glencollins, Upper - Glencollins, Lower, and Kingwilliamstown, including the Model Farm	Occupied - - -	896 1 14	21	156 14 3
	Unoccupied, including the Model Farm -	716 2 25	—	—
	Houses - - -	0 3 21	6	30 4 -
	Houses untenanted -	0 1 11	—	—
		1,614 0 31		
Carriganes - - -	Occupied - - -	1,004 0 35	9	84 11 -
	Unoccupied - -	9 0 31	—	—
		1,013 1 26		
Meenganine - - -	Occupied - - -	426 1 20	3	30 17 -
	Unoccupied - -	636 1 28	—	—
		1,062 3 8		
			£.	554 10 9

Having, in frequent personal communications with the Treasury, expressed my conviction that properties so small and so scattered could not with advantage be retained in the hands of the Crown, except at a cost for management disproportionate to the value of the Estates, I suggested that the Rentals and particulars connected with each Estate, which had been laid before the Treasury, at their request, in December 1853, might be referred to me, with a view to the sale of such of these properties as could not with advantage to the Crown or the public be retained; and on the 20th July 1854 I received the instructions of the Treasury with reference to the difficulties which had arisen in dealing with the small tenants in many of these properties, to consider the expediency of disposing of the same by sale.

On the 28th July 1854, a Select Committee of the House of Lords, appointed to inquire into the "Management of the Crown Estate of Kilconcouse, in the King's County, and into the circumstances attending the occupation of a portion thereof by the Reverend Francis M'Mahon, P. P., of Kinnitty," made their Report, in which, from the following extract, it will appear that they considered that the small Estates of the Crown in Ireland should be sold:

"That the circumstances of this case impress upon the Committee the inexpediency of the Crown retaining in its possession these small Estates in Ireland, and the Committee would recommend that they should be sold."

Upon the receipt of the instructions from the Treasury, it appeared to me, that no opinion upon the subject of the management or disposal of the Crown properties in Ireland more practical or valuable could be obtained than that of Mr. Griffith, the Chairman of the Board of Works in Dublin. I therefore addressed myself to him, and I am desirous of acknowledging my obligation to him for the readiness with which he expressed himself willing at once to

give me the benefit of his advice on being furnished with the necessary details relating to the several Crown properties.

From the Reports which Mr. Griffith submitted to me, it appeared that he considered it highly expedient that the Lands of Laggan, in the county of Roscommon, Irvilloughtragh and Boughill, in the county of Galway, Kilconcouse, in the King's County, Castlemaine, in the county of Kerry, and Kingwilliamstown, in the county of Cork, should be brought to sale by public auction at the earliest periods practicable, and that the month of November then ensuing (1854) would be the best period for exposing them to public competition.

As regards the Lands of Kingswilliamstown, adverted to by Mr. Kennedy, in the Thirty-first Report of the Commissioners of Her Majesty's Woods, Forests and Land Revenues, and to which was annexed, as an Appendix, a Report made on the 31st December 1852, on its condition and future prospects by Mr. M'Culloch, a Scotch agriculturist, I requested, under the instructions of the Treasury, that Mr. Griffith would state, after consideration of that Report, whether there was anything in the suggestions made which led him to alter the recommendations made in his last general Report on this Estate of the 5th June 1851 (a copy of which was presented to both Houses of Parliament in July following) in regard to the expediency of the property being then sold, if a reasonable price could be obtained for it. In his reply, he stated that, having carefully considered Mr. M'Culloch's Report, he saw no reason to alter the opinion given by him in 1851, as to the expediency of disposing of the Estate by public sale.

With respect to the remaining properties in the above list, Mr. Griffith did not consider it would be expedient to bring them to sale at present, for the following reasons: as regards the Estate of Charlemont, in the county of Armagh, on account of its immediate connexion with the Fort of Charlemont; and as regards the Fort Lands at Kinsale, in the county of Cork, from their immediate connection with the defences of the Port of Kinsale; that it would be desirable, on public grounds, to retain the control over them; and that, as the rents were regularly paid, no loss would arise to the public. As respects Greenhill Field, in the county of Wicklow, Mr. Griffith advised that it should be retained till the expiration of the current Lease in 1856, when the completion of a Railway in its immediate vicinity might materially increase the value of property of this description.

With respect to the six properties, the sale of which was recommended by Mr. Griffith, viz., Laggan, Irvilloughtragh, Boughill, Castlemaine, Kilconcouse and Kingwilliamstown, the entire were put up to auction on the 28th November last, at the Custom House, Dublin, the sale being conducted by Mr. Brassington, a surveyor of experience in Dublin, the several amounts at which each Lot had been valued by Mr. Brassington constituting the reserve prices at the auction.

I annex, in a Tabular form, a short description of each Lot, its extent, and annual value, either as rent then paid, or the estimated value of such portions as were not occupied, the value of the fee-simple constituting the reserve prices, the

the names of the purchasers at the auction, and the sum at which they respectively became the purchasers.

PROPERTIES put up to Auction.	Quantity, Statute Measure.	Annual Rent or Value when untenanted.	Rent-charge in lieu of Tithes.	Valuation for Sale.	Price at which Sold.	PURCHASERS' Name at the Auction.
Kingwilliamstown:	A. R. P.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	
Tooreenclassagh - Lot A.	587 3 38	106 4 6	4 7 2	2,000 – –	2,000 – –	James Mackey, Esq., Westmoreland Street, Dublin.
Tooreenglanahee - Lot B.	789 3 16	147 13 –	7 3 10	2,700 – –	2,750 – –	
Glencollins, Upper, Glencollins, Lower, Kingwilliamstown - Lot C.	1,614 0 31	387 19 3	9 15 7	6,800 – –	– – –	Not sold.
Cariganes - - Lot D.	1,013 1 25	84 16 –	3 5 4½	1,550 – –	1,620 – –	Dr. Twohill, of Dublin.
Meenganine - - Lot E.	1,063 3 8	50 17 –	2 – 5½	900 – –	1,400 – –	Mr. N. Dunscombe, of Cork.
Total of Kingwilliamstown -	5,069 0 38	777 9 9	26 12 5	13,950 – –	7,770 – –	
Castlemaine Estate - -	9 1 27	48 2 10	– 15 1¼	600 – –	1,120 – –	Mr. Fleming, Farmer, of county Kerry.
Killoughtragh - - -	694 0 36	301 – 8	13 9 –	5,400 – –	6,325 – –	James Thorngate, Esq., of Castle Trench.
Coughill - - - - -	432 0 0	50 – –	1 – 5	900 – –	1,500 – –	
Laggan - - - - -	417 1 18	206 2 6	15 15 7	3,800 – –	– – –	Not sold.
Kilconcouse - - Lot A.	373 3 31	178 10 –	6 12 –	3,500 – –	3,540 – –	Loftus H. Bland, Esq., M.P., of Dublin.
Ditto - - - Lot B.	497 1 9	240 16 –	9 – –	4,500 – –	4,850 – –	
Total of Kilconcouse -	871 1 0	419 – –	15 12 –	8,000 – –	8,390 – –	
			Total Value for Sale - - -	32,650 – –		
			Deduct Value of Lots not sold by Auction, viz., Lot C. of Kingwilliamstown, and Lands of Laggan - -	10,600 – –		
			£.	22,050 – –	25,105 – –	Total Amount of Sales by Auction.

On reference to this statement, it will be seen that the gross amounts realized at the auction exceeded the selling valuation put upon the Lands by £. 3,055, and approaches nearly to 21¾ years' amount of the declared annual value of the lands, amounting, after deduction of the rent-charges in lieu of tithe composition, to £. 1,160.

The Lands of Laggan, and Lot C. of Kingwilliamstown, which were not disposed of at the auction, have been sold by private treaty, the former to Mr. O'Reilly, for £. 3,700, and the latter to Mr. Vincent Scully, M.P., for £. 6,750.

The total amount realized for the six properties thus brought to sale has been as under:

	£.	s.	d.
Sales by auction - - - -	25,105	–	–
Ditto by private treaty - - -	10,450	–	–
	£. 35,555	–	–

showing that the gross amount realized has exceeded the valuation put upon the Lands by the sum of £. 2,905.

Since the sale of the Lands has been concluded, Mr. Scully has purchased by valuation the live stock, crops, and farming and dairy utensils, the property of the Crown, on the Model Farm, which formed a portion of Lot C., of Kingwilliamstown, sold to him.

Appendix, No. 32. THE APPENDIX, No. 32, contains the particulars of a Sale to the Wexford Harbour Embankment Company, incorporated by the Wexford Harbour Embankment Act of 1852, of the Crown's rights, titles and interests in 2,321 A. 2 R. 21 P. of mud banks or slobs on the south side of Wexford Harbour (including therein 212 A. 3 R. 25 P. of water channels), which have been embanked and reclaimed by them under the powers of that Act. The consideration received on this Sale was £. 395. 10.

Appendix, No. 33. THE APPENDIX, No. 33, contains an Abstract of the Land Revenues of the Crown in Ireland, as in charge with the several Collectors of Inland Revenue for the year ended 31st March 1855.

Appendix, No. 34. THE APPENDIX, No. 34, contains an Account of the Monies derived from the Hereditary Possessions of the Crown under the management of the Commissioners of Woods, Forests and Land Revenues received within the year ended 31st March 1855, and the application of all such Monies, including payments into the Exchequer of the surplus Income arising from those possessions, as well as the appropriation of the capital monies arising from the sale of portions of the Possessions of the Crown during the same period.

CHARLES GORE. L. S.

Office of Woods, &c.
28 June 1855.

APPENDIX.

LIST OF APPENDIX.

Appendix,		Page
N° 1.	SCHEDULE of Leases of Messuages, Tenements and Hereditaments, in England and Wales, and in the Isle of Man, granted under the Acts 10 Geo. 4, c. 50, 2 Will. 4, c. 1, and 14 & 15 Vict. c. 42, between the 31st March 1854 and the 31st March 1855	54
N° 2.	Schedule of a Leases granted under the Act 5 Vict. c. 1, authorizing Grant of Building Leases of the Royal Kitchen Garden at Kensington, within the same period	68
N° 3	(A.)—Schedule of a Parcel of Land sold by Public Auction, between the 31st March 1854 and the 31st March 1855	68
	(B.)—Schedule of all Manors, Buildings, Lands and Hereditaments, sold by Private Contract, between the 31st March 1854 and the 31st March 1855	70
N° 4	(A.)—Schedule of Copyhold or Customary Premises, Parcels of, or holden of Manors belonging to the Crown, which have been enfranchised between the 31st March 1854 and the 31st March 1855	78
	(B.)—Schedule of Copyhold Premises, Parcel of the Manor of Esher, which have been enfranchised between the 31st March 1854 and the 31st March 1855	81
N° 5.	Schedule of all Fee-farm and other Unimprovable Rents in England and Wales, sold between the 31st March 1854 and the 31st March 1855	81
N° 6.	Schedule of a Free Grant in Perpetuity between the 31st March 1854 and the 31st March 1855	87
N° 7.	Schedule of Purchases made on the part of the Crown between the 31st March 1854 and the 31st March 1855	87
N° 8.	Schedule of Exchanges made of Parts of the Estate of the Crown for Part of the Estates of Individuals, between the 31st March 1854 and the 31st March 1855	88
N° 9.	Copies of Correspondence respecting the Purchase of certain Estates in Lincolnshire, from Earl Fortescue	88
N° 10.	Copy of an Agreement for the Sale to Sir W. W. Wynn, Bart., of the Crown's Interest, reserving the Minerals, in certain Waste Lands in the Lordship of Yale, County Denbigh	90

LIST OF APPENDIX—*continued.*

Appendix,		Page
N° 11	(A.)—Schedule of Rents put in Charge with the Receivers of Land Revenue, in respect of Property acquired for Her Majesty by Purchase, Lease, Exchange, or otherwise, between the 31st March 1854 and the 31st March 1855 - - - - - - - - - - -	93
	(B.)—Schedule of Rents discharged from the Rentals of the several Receivers in respect of Property Sold, Exchanged or otherwise disposed of, between the 31st March 1854 and the 31st March 1855 - - - -	94
	(C.)—Schedule of all Monies due to Her Majesty in respect of Rents in Charge with the several Receivers of the Land Revenue under Leases, or Agreements for Leases, and which have been owing for a greater Period than a Year; showing the Term during which each Arrear has accrued, and the Measures, if any, in progress to recover the same -	96
	(D.)—Schedule of all Monies remitted on Her Majesty's behalf in respect of any Rents in Charge with the several Receivers; specifying whether any previous Remission has taken place in respect to the same Rent; and the Circumstances and Authority under which remitted, between the 31st March 1854 and the 31st March 1855 - - - - -	100
	(E.)—Schedule of all Defalcations which have taken place in respect of Monies due and owing to Her Majesty, specifying the circumstances under which such Defalcations have taken place, and the means, if any, available, and the measures, if any, taken for the Recovery of the Money within the same Period - - - - - - - - -	102
N° 12.	——Schedule of the Particulars of a Lease of Decoy Pond Farm, in the New Forest - - - - - - - - - - - - - -	102
N° 13.	——Schedule of the Particulars of two Conveyances of Land in the New Forest	103
N° 14.	——Schedule of a Free Grant in perpetuity between the 31st March 1854 and the 31st March 1855, of a piece of Land in the New Forest - -	103
N° 14 (A.)	——Treasury Letter, dated 25th August 1854, nominating Sir James Campbell to be Deputy Surveyor of Dean Forest and Highmeadow Woods -	104
N° 15.	——Schedule of the Particulars of a Lease of a Stone Quarry in the Forest of Dean - - - - - - - - - - - - - -	104
N° 16.	——Schedule of the Particulars of two Leases of Land in the Forest of Dean -	105
N° 17.	——Schedule of the Particulars of three Licenses to make Tramroads through certain Inclosures and open Waste Land in the Forest of Dean - -	105
N° 18.	——Schedule of the Particulars of four Licenses to make Tramroads over the open Waste Land in the Forest of Dean - - - - - -	106
N° 19.	——Schedule of the Particulars of three Licenses to dig and get Clay or Sand in the Forest of Dean - - - - - - - - - -	106
N° 20.	——Schedule of the Particulars of six Conveyances of Land in the Forest of Dean - - - - - - - - - - - - - -	107
N°s 21 & 22.	——Schedules of the Particulars of two Conveyances of Land made in exchange in the Forest of Dean - - - - - - - - - -	108
N° 23.	——Schedule of the Particulars of Grants of Gales of Coal and Iron in the Forest of Dean - - - - - - - - - - -	109
N° 24.	——Schedule of the Particulars of forty-three Conveyances of Encroachments in the Manor of Staunton - - - - - - - - -	109
N° 25.	——Schedule of the Particulars of a Conveyance of a Chief or Quit-rent in the Manor of Staunton - - - - - - - - - - -	111

LIST OF APPENDIX—*continued.*

Appendix,	Page
N° 25 (A.)—Copy Treasury Minute, dated 26 August 1854, nominating Mr. Higinbothom to be Deputy Surveyor of Bere and Parkhurst Forests	112
N° 26.—Schedule of the Particulars of a Conveyance of the Crown's Forestal Rights within Waltham Forest	112
N° 27.—Schedule of the Particulars of a Conveyance of the Crown's Forestal Rights within Waltham Forest	113
N° 28 (A.)—Report to the Treasury, recommending the Sale of the Crown's Feu Duties in Orkney	113
(B.)—Treasury Letter authorizing adoption of the course recommended	116
N° 29.—Schedule of the Particulars of Sales of Landed Property of the Crown in Scotland	117
N° 30.—Schedule of Sales of Surplus Teinds in Scotland belonging to Her Majesty	118
N° 31.—Schedule of Sales of all Perpetual and Unimprovable Rents payable to the Crown in Ireland	119
N° 32.—Schedule of Particulars of Sale to the Wexford Harbour Embankment Company of Slobland, on the South side of Wexford Harbour	135
N° 33.—Schedule containing an Abstract of Quit, &c. Rents, and Leasehold and other Rents payable to the Crown in Ireland	136
N° 34.—Accounts of the Commissioners of Her Majesty's Woods, &c., for the Year ended 31st March 1855	139

Appendix, N° 1.—A SCHEDULE of Leases of Messuages, or Tenements, Lands, Mines and Hereditaments and the 31st day of March 1855: showing, The Dates of Leases; The Premises comprised therein; The Names of th to survey the same; The Rents reserved; The Fines paid; The Insurances to be made against Fire; and upon wha of the Premises as have been before in Lease, by the last preceding Surveys, or other Accounts; and the Rents reserve

DATES of LEASES.	PREMISES GRANTED.	TO WHOM.	FOR WHAT TERMS.	Estimated Annual Value.
1854:	ANGLESEA AND CARNARVON:			£. s. d.
July 22	All that Piece or Parcel of Land or Ground covered with Water, situate in the Menai Straits, adjacent to the Counties of Anglesea and Carnarvon, extending from a point opposite to the Ferry House, near to Glyn Garth, to a point opposite to the George Hotel - - -	Daniel Russell and Jonathan Russell -	- - 19 years from 5th April 1854, determinable at any time by the Lessor on giving 6 months' notice -	20 - - per annum for the first 10 years, and 50 - - per annum for the residue of the term - -
	CARMARTHEN:			
Sept. 19	All those three Pieces or Parcels of Land, containing about 1 A. 3 R. 28 P., situate at Talley, and all that Cottage, or Tenement and Dwelling house standing on the said Land - - - - - - -	James Thomas - -	- - 30 years and 350 days from 25th October 1854 -	10 - -
	CARNARVON:			
June 29	All and singular the Quarries, Rocks and Beds of Slate, Stone, and all Ores, Metals, Minerals and Mineral Substances within about 232 A. 3 R. of Land at Prestyl Gamalt, in the Parish of Penmachno, being Parcel of the Wastes of the Hundred of Nantconway - - - - -	William Williams and Lewis Lloyd - -	- - 21 years from 5th April 1854 -	Uncertain -
1855:				
Mar. 12	All and singular the Mines, Veins and Beds of Lead Ore, Manganese and other Ores, Minerals and Mineral Substances, within about 200 A. on Mynydd Cilan, in the Parish of Llanengan - - - - - -	Griffith Williams, William Thomas, David Roberts and John Hughes - - -	- - 21 years from 5th April 1851 -	Uncertain -
„ 30	All and singular the Quarries, Rocks and Beds of Slate and other Stones within about 182 A. 3 R. 11 P. of Land, called Moel Tryfan, in the Parish of Llandwrog, being Part and Parcel of the Crown's Hundred of Uwchgorfai - - -	John Hayward, William Hayward and Henry Morris -	- - 21 years from 5th April 1853, determinable by the Lessees at the end of the second or any subsequent year of the term, on giving 6 months' previous notice -	Uncertain -

gland and *Wales*, and in the *Isle of Man*, belonging to the Crown, granted between the 31st day of March 1854
es; The Terms granted; The Annual Value of the Premises, as estimated, or returned, by the Surveyor employed
Considerations such Leases respectively have been granted:—and showing, also, The Annual Value of such Parts
Fines paid for the preceding Leases.

ON NEW LEASES:				ON PRECEDING LEASES:		
RENTS reserved in W LEASES.	FINES paid for the same.	INSURANCE against Fire.	Other Considerations for NEW LEASES.	Annual Value per last preceding Survey.	RENTS reserved in last LEASES.	FINES paid for last LEASES.
£. s. d.		£. s. d.		£. s. d.	£. s. d.	
20 - - annum for the 10 years, and 50 - - annum for the ue of the term	- - -	- - -	- - - -	- - Not before in Lease.		
10 - -	- - -	- - Such sum as shall be equal to 2-3d parts at least of the full value of the Premises -	- - - -	- - These Premises were last held by Copy of Court Roll of the Crown Manor of Talley, for a term of 60 years, from the 25th October 1792, at a rent of 1 *s.* per annum.		
1 - - 1-12th part in e of all the Slate other Stone , Metals, Mi- s and Mineral tances raised, being less than per annum -	- - -	- - -	- - - -	- - The Premises were last held by the same persons, under a License to search for Minerals for a period of 9 months, from the 5th July 1853, at the same Rent and Royalty.		
1 - - 1-10th part in of all the Lead Manganese and Ores, Minerals Mineral Sub- es raised, not less than 10*l.* y year subse- to the first f the term -	- - -	- - -	- - - -	- - Not before in Lease.		
1 - - Royalty of 9*d.* on of 22 cwt. l Rough Slabs n an unmanu- ed state, and *d.* per ton of t. on all manu- ed Slabs sold, -12th part in of all other and Stones , not being less 100*l.* per an- in the two years the 10th Octo- 53 to the 10th er 1855, nor han 170*l.* per n during the e of the term -	- - -	- - -	- - - -	- - These Premises form a portion of those heretofore in Lease to Sir John Kennaway and others, at a rent of 1*l.* per annum, and 1-10th part in value of all the Slate Stone and other Stone raised, for a term of 31 years, from the 5th April 1837, which Lease was subsequently surrendered.		

(*continued*)

Appendix, N° 1.—Comprising Leases granted - - - - - - -

DATES of LEASES.	PREMISES GRANTED.	TO WHOM.	FOR WHAT TERMS.	Estimated Annual Value. £. s. d.
1853:	DENBIGH:			
Dec. 30	All that Piece or Parcel of Land, containing 6 A., or thereabouts, with a Cottage or Tenement thereon, called Tyn-y-ffrid, situate at Llanelian, being Parcel of an Allotment set out under an Act of Parliament passed in the 52d year of King George the Third, c. 125, intituled, "An Act for inclosing Lands in the Parish of Eglwsfach, Llansaintffraid, Glan Conway and Llanelian, in the County of Denbigh - -	John Owen - -	- - 10 years from 5th July 1851 -	3 10 –
1854:	DORSET:			
Nov. 27	Three Piers, Wharves or Shipping Places situate at Castletown, in the Isle of Portland - - - -	Roper Weston - -	- - - -	14 – –
„ „	Another Pier, Wharf or Shipping-place there - - - -	William Freeman and John Freeman -	- - - -	2 – –
„ „	Another Pier, Wharf or Shipping-place there - - - -	James Dike - -	- - 21 years from 5th April 1853, determinable at any time by either party on giving 6 months' notice -	2 – –
„ „	Another Pier, Wharf or Shipping-place there - - - - -	Robert Stone - -		2 – –
„ „	Another Pier, Wharf or Shipping-place situate there - - -	William Otter, Bartholomew Comben and William Comben -	- - - -	2 – –
„ „	Another Pier, Wharf or Shipping-place there - - - - -	Philip Dodson - -	- - - -	2 – –
„ „	Another Pier, Wharf or Shipping-place there - - - - -	Philip Dodson and Roper Weston - -	- - - -	2 – –
1855:				
Jan. 15	Six several strips of Land there, upon which the Lines of Railway to the several Piers or Wharves for shipping Stone have been laid - -	The Portland Railway Company - -	- - 21 years from 5th January 1853, determinable by either party at the end of the first 7 or 14 years -	30 – –
Mar. 12	Two other Piers, Wharves or Shipping-places there - - -	John William Barrington Browne and Richard Steward Wardell - -	- - 20 years from 5th April 1854 -	– 5 –
„ 28	A Pier, Structure, or Building connected with, and approached from the Pier or Breakwater there, to be used as a Landing-place for Passengers - - - - -	Joseph Cosens and Joseph Drew - -	- - 7 years from 5th April 1855, determinable at any time by the Lessor on giving 6 months' notice -	55 – –

- - - - - - of Messuages or Tenements, &c.—*continued.*

ON NEW LEASES:				ON PRECEDING LEASES:		
RENTS reserved in NEW LEASES.	FINES paid for the same.	INSURANCE against Fire.	Other Considerations for NEW LEASES.	Annual Value per last preceding Survey.	RENTS reserved in last LEASES.	FINES paid for last LEASES.
£. s. d.						
3 10 –	- - -	- - -	- - - -			
14 – –	- - -	- - -				
2 – –	- - -	- - -				
2 – –	- - -	- - -				
2 – –	- - -	- - -	- - The costs, charges and expenses of the Lessees in the erection and maintenance of the Pier, Shipping-place or Railway leased to them respectively - -			
2 – –	- - -	- - -				
2 – –	- - -	- - -				
2 – –	- - -	- - -		- - Not before in Lease.		
30 – –	- - -	- - -				
– 5 –	- - -	- - -	- - The surrender by the Lessees of a general right enjoyed by them under the existing Lease to them of the Quarries belonging to the Crown in the Island, to ship Stone from the Crown Piers and shipping-places there, and the Costs, Charges, and Expenses of the Lessees in the erection and maintenance of the Piers or Shipping-places leased to them - - -			
55 – –	- - -	- - -	- - - -			

Appendix, N° 1.—Comprising Leases granted - - - - - -

DATES of LEASES.	PREMISES GRANTED.	TO WHOM.	FOR WHAT TERMS.	Estimated Annual Value.
1854:	KENT:			£. s. d.
Dec. 16	Middle Park Farm, consisting of a Dwelling-house and Offices, Cottages, Gardens, and several Parcels of Land, containing about 106 A. 1 R. 9 P., and part of Moat Farm, consisting of a Cottage, &c., and several Parcels of Land, containing about 40 A. 1 R. 11 P., all in the Parish of Eltham - - - -	William Blenkiron -	- - 14 years from 10th Oct. 1854 -	360 - -
	LANCASTER:			
Nov. 21	All and singular the Mines, Veins, Seams and Beds of Iron Stone and Iron Ore within about 200 A. of Land, Parcel of the Crown Manor of Muchland - - - -	John Brogden and others	- - 21 years from 5th July 1853, determinable by the Lessees at the end of the first two years - - -	Uncertai -
	ISLE OF MAN:			
May 8	All Granite Rock and other Stone for paving or architectural purposes, as also all Rotten Stone which may be found within, under, or upon a certain Piece or Parcel of Ground called the "Mica Mountain," in the Parish of Kirk Malew - -	Henry Dearden - -	- - 21 years from 5th January 1854	Uncertain -
	MERIONETH:			
April 15	All and singular the Quarries, Mines, Veins, Seams and Beds of Slate and other Stone Ores, Metals, Minerals and Mineral Substances within about 227 A. 1 R. 35 P. of Land in the Parish of Celynin, being certain Allotments set out under an Act of Parliament passed in the 51st year of King George the Third, c. 162, intituled, "An Act for inclosing Lands in the Parishes of Dolgelley and Llangelynin, commonly called Celynin, in the County of Merioneth" - - - - -	- Henry Settree, Compton Reade, George Spencer, Edward Lynch Setree and John Rowe Floyd - - -	- - 21 years from 5th January 1854, determinable by the Lessees at the end of the third year of the term on giving 6 months' notice - -	Uncertain -
June 1	All and singular the Mines, Veins and Beds of Gold, Silver and other Ores, Metals, Minerals and Mineral Substances within about 250 A. of Land on the Upper Mignant Mountain, in the Parishes of Trawsfynydd, Maentwrog and Festiniog -	- - Saint Pierre Foley and William Heal -	- - 21 years from 10th October 1853, determinable by the Lessees at the end of the third year of the term on giving 6 months' notice - -	Uncertain -
„ 1	All and singular the Mines, Veins and Beds of Gold, Silver and other Ores, Metals, Minerals and Mineral Substances within about 250 A. of Land on the Lower Mignant Mountain, in the Parishes of Trawsfynydd and Maentwrog - - - -	- - Saint Pierre Foley and William Heal -	- - 21 years from 10th October 1853, determinable by the Lessees at the end of the third year of the term on giving 6 months' previous notice -	Uncertain

of MESSUAGES or TENEMENTS, &c.—*continued.*

ON NEW LEASES.				ON PRECEDING LEASES.		
RENTS reserved in NEW LEASES.	FINES paid for the same.	INSURANCE against Fire.	Other Considerations for NEW LEASES.	Annual Value per last preceding Survey.	RENTS reserved in last LEASES.	FINES paid for last LEASES.
£. s. d.	£. s. d.			£. s. d.	£. s. d.	
360 - -	- - -	- - Such sum as shall be equal to 3-4th parts at the least of the value of the Buildings -	- - The expense to be incurred by the Lessee in repairing the Buildings and draining the Lands -	360 - -	360 - -	
100 - - and a Royalty of s. 6 d. per ton on all Stone and Ore raised exceeding 3,333 customary tons - - -						
1 - - and a Royalty or Duty Rent of 4 d. per ton on all Granite Rock and other Stone, and 1-12th part of all RottenStone raised	- - -	- - -	- - -	- - Not before in Lease.		
1 - - and 1-12th part in value of all the Slate and other StoneOres, Metals, Minerals and Mineral Substances, not being less than 10 l. per annum -						
1 - - and 1-12th part in value of all the Ores, Metals, Minerals and Mineral Substances raised, not being less than 10 l. per annum for the first 3 years, and 30 l. per annum in any subsequent year of the term -	- - -	- - -	- - The surrender of the existing Lease of the same Premises, of which 12¼ years were unexpired -	Uncertain -	1 - - and 1-10th part in value of all Ores, Metals and Mineral Substances raised.	
1 - - and 1-12th part in value of all the Ores, Metals, Minerals and Mineral Substances raised, not being less than 10 l. per annum for the first 3 years, and 30 l. per annum in any subsequent year of the term -	- - -	- - -	- - The surrender of the existing Lease of the same Premises, of which 12¼ years were unexpired -	Uncertain -	1 - - and 1-10th part in value of all the Ores, Metals and Mineral Substances raised.	

Appendix, N° 1.—Comprising Leases granted - - - - - -

DATES of LEASES.	PREMISES GRANTED.	TO WHOM.	FOR WHAT TERMS.	Estimated Annual Value.
	MERIONETH—*continued.*			£. s. d.
1854:				
June 27	All and singular the Mines, Veins, Seams and Beds of Lead, Copper and other Ores, Metals, Minerals and Mineral Substances, within about 216 A. 2 R. 6 P. of Land in the Parish of Llanelltyd, being parcel of the Waste Lands inclosed under an Act of Parliament passed in the 49th year of the reign of King George the Third, c. 66, and now known as the Galtyr-Hafod-Hafod-y-Morfa, or Prince of Wales' Mine - -	- - Edward Hudson, William Hobson, Robert Mitchell - -	- - 21 years from 10th October 1857, determinable by the Lessees at the end of the third year of the term on giving six months' previous notice -	Uncertain -
1853:	MIDDLESEX:			
Dec. 31	A Piece or Parcel of Ground heretofore part of Her Majesty's Park, called the Green Park, on the East side thereof, in the Parish of St. Martin-in-the-Fields, used and occupied as and for an Ornamental Garden to Bridgewater House -	- - The Right Hon. William Earl of Devon, the Right Hon. George William Frederick Earl of Carlisle, and James Loch, Esq., Trustees under the Will of Francis late Duke of Bridgewater, and by direction and appointment of the Right Hon. Francis Egerton, Earl of Ellesmere - - - -	- - 46 years from 5th April 1850 -	94 - -
1854:				
May 31	A six-stalled Stable, with a double Coach-house attached thereto, and Lodging-rooms and Lofts over the same, being No. 5, in Russell Mews, in the Parish of St. James, Westminster - - - - -	- - The Right Hon. George Guy Greville, Earl of Warwick and Earl Brooke - -	- - 11 days and 7 years and a half from the 25th March 1854 -	20 - - on a repairing Lease - -
Aug. 14	Two Plots of Ground, with a newly-erected Messuage and Building thereon, on the South side of High Holborn, in the Parish of St. Giles-in-the-Fields, heretofore the Site of Nos. 212, 213 and 214, High Holborn - - - - - -	- - Henry Bosanquet, Frederick Burmester, Thomas Chapman, Joseph Esdaile and Charles Gibbes, Directors of the London and Westminster Bank - -	- - 99 years from 5th April 1852 -	145 5 10

- - - - - - of MESSUAGES or TENEMENTS, &c.—*continued.*

ON NEW LEASES:				ON PRECEDING LEASES:		
RENTS reserved in NEW LEASES.	FINES paid for the same.	INSURANCE against Fire.	Other Considerations for NEW LEASES.	Annual Value per last preceding Survey.	RENTS reserved in last LEASES.	FINES paid for last LEASES.
£. s. d.		£. s. d.		£. s. d.	£. s. d.	
1 – – and 1-12th part in value of all the Ores, Metals, Minerals and Mineral Substances raised, not being less than 10 *l.* per annum for the first 3 years, and 20 *l.* per annum in any subsequent year of the term - - -	- - -	- - -	- - - -	Uncertain	1 – – and 1-10th part in value of all the Ores, Metals, and Mineral Substances raised.	
94 – –	- - -	- - -	- - The surrender of a former Lease, granted on the 28th June 1849, for 48 years from 5th April 1848	94 – –	94 – –	- nil. *See* page 7.
20 – –	- - -	400 – – at the least	- - The expense incurred in repairing the Premises - -	- - These Stables form a portion of the property in the Parish of St. James, Westminster, conveyed to the Crown on the 15th February 1830, by Sir Richard Sutton, in exchange for Crown Property in St. Ann, Soho, and were then, and up to the present letting, held under a yearly tenancy, at 63 *l.* per annum; being very old and dilapidated, they have now been let on a repairing Lease for a term expiring at the same time as the Leases of the adjoining Crown Property in Cleveland Row.		
145 5 10 per annum to the 24th June 1853, and 156 17 3 per annum during the remainder of the term. This additional Rent being payable in lieu of Land Tax, from which the Premises Nos. 213 and 214 have been exonerated since 24th June 1853, the Land Tax on No. 212 having been previously redeemed - -	- - -	- - Such sum as shall be equal to 3-4th parts at least of the full value of the said Messuage and Buildings	- - The surrender to Her Majesty of the Lease of No. 212, of which 35 years and a half were unexpired, and the surrender of the Directors' interest in the Lease of Nos. 213 and 214, of which 43 years and a half were unexpired; also the cost of pulling down the Messuages Nos. 212, 213 and 214, and erecting and completing the Messuage or Tenement now standing on the Site of those Premises - -	31 10 – exclusive of the old Materials.	38 6 6 including an equivalent for the value of old Materials; also 6 19 4 in lieu of Land Tax, in respect of No. 212, High Holborn.	
				The Houses Nos. 213 and 214, High Holborn, were granted, with several others, by Lease, dated the 20th March 1819, to Mr. Benjamin Worthy, at a rent of 390 *l.* 12 *s.* 6 *d.* per annum for the whole of the Premises comprised in that Lease for 80 years and 91 days, from the 11th July 1815, without Fine. The proportionable part of the annual value and rent applicable to Nos. 213 and 214 cannot be ascertained		

Appendix, N° 1.—Comprising Leases granted - - - - - -

DATES of LEASES.	PREMISES GRANTED.	TO WHOM.	FOR WHAT TERMS.	Estimated Annual Value.
	Middlesex—*continued.*			£. s. d.
1854:				
Sept. 18	A Piece of Ground, with a Messuage or Dwelling-house thereon, numbered 80, on the South side of Pall Mall, in the Parish of St. James, within the Liberty of Westminster -	- - George Pressey, Arthur Harding Withington and Allan Withington - - - -	- - 95 years from 10th Oct. 1850 -	117 3 - to 10 Oct. 1865, and 120 15 - afterwards -
„ 19	A Piece of Ground, with a Messuage or Dwelling-house thereon, numbered 81, on the South side of Pall Mall, in the Parish of St. James, within the Liberty of Westminster	- - George Pressey, Arthur Harding Withington and Allan Withington - - - -	- - 95 years from 10th Oct. 1850 -	250 - - per ann. to 10th October 1865, as a repairing Rent, and 140 - - per annum afterwards as a Ground Rent -
„ 20	A Piece of Ground, with a newly-erected Messuage or Dwelling-house thereon, numbered 82, on the South side of Pall Mall, in the Parish of St. James, within the Liberty of Westminster - -	- - George Pressey, Arthur Harding Withington and Allan Withington - - - -	- - 95 years from 10th Oct 1850 -	120 - -
Nov. 30	A Messuage or Tenement, numbered 50, on the West side of Duke Street, Piccadilly, in the Parish of St. James, Westminster, known as the "Feathers" Public-house - -	- - James Goding and Henry Jenkins - -	- - 40 years from 5th April 1854 -	93 - -
Dec. 16	A Piece of Ground, with Two Messuages or Dwelling-houses thereon, being Nos. 67 and 68, on the South side of Pall Mall, in the Parish of St. James, Westminster - -	Richard Kershaw -	- - 16 years from 5th July 1854, determinable at any time on giving six months' notice previously to any quarter day, if the Property should be required for the purpose of improving St. James's Palace or Marlborough House or the locality of Pall Mall	70 - - for No. 67, and 130 - - for No. 68 -
	Millbank Estate:			
June 13	A Plot of Ground, with Five newly-erected Messuages thereon, on the West side of Bessborough Place, in the Parish of St. John-the-Evangelist, Westminster, with the Yards and Buildings respectively in the rear thereof, being the first five Houses, Southwards of intended Houses in Bessborough Street -	Thomas Cubitt - -	- - 89 years from 5th April 1854 -	- - This Plot of Ground forms a portion of the Crown's Millbank Estate agreed to be let to Mr. Cubitt for Building Purposes, and the Rents reserved by this Lease is a portion of the gross Annual Rent of 550 *l.* now paid by Mr. Cubitt for the whole of the Ground comprised in that Agreement

- - - - - - of MESSUAGES or TENEMENTS, &c.—*continued.*

ON NEW LEASES:				ON PRECEDING LEASES:		
RENTS reserved in NEW LEASES.	FINES paid for the same.	INSURANCE against Fire.	Other Considerations for NEW LEASES.	Annual Value per last preceding Survey.	RENTS reserved in last LEASES.	FINES paid for last LEASES.
£. s. d.	£. s. d.	£. s. d.		£. s. d.	£. s. d.	£. s. d.
- For the first 15 ears, ending on ne 10th October 865, 117 3 – er annum, and uring the residue f the term, 120 15 – er annum - -	- - -	2,500 – – at the least	- - The surrender of the former Lease, of which 15 years were unexpired, the expense of repairing the Messuage, and the costs to be incurred in rebuilding the same on or before the 10th October 1865 - -	200 – –	237 3 –	1,048 – –
					Note.—These sums include also the Rent and Fine paid for the House which formerly stood on the site of No. 82, mentioned below.	
- For the first 15 ears, ending on ne 10th October 865, 250 – – er annum, and uring the residue f the term, 140 – – er annum - -	- - -	2,500 – – at the least	- - The expense of repairing the Messuage, and the cost to be incurred in rebuilding the same on or before the 10th October 1865 - - -	- - This House was last let upon a yearly tenancy of 400 *l.* per annum.		
120 – –	- - -	2,500 – – at the least	- - The surrender of the former Lease, of which 15 years were unexpired, and the cost of erecting and finishing the said Messuage - - -	180 – –	237 3 –	1,048 – –
					Note.—These sums include also the Rent and Fine paid for the House No. 80, above mentioned.	
- For the first 3 ears, ending 5th pril 1857, 26 17 – r annum, and uring the re- ainder of the term 93 – – r annum, also 2 17 9 lieu of Land ax from 26th De- mber 1853 -	200 – –	800 – – at the least	- - The surrender of the Premises for the remainder of the term, ending on the 5th April 1857, at which they were held, and the expenditure of 300 *l.* in Repairs -	45 – –	26 17 –	271 – –
						Note. — This sum includes the Fine paid for another House in King Street included in the same Lease.
70 – – r No. 67, and 130 – – r No. 68 - -	- - -	1,000 – – at the least as regards No. 67, and 1,500 – – at the least as regards No. 68	- - The expenses, amounting to 730 *l.*, incurred in repairing the Premises -	- - These Premises were previously let upon a yearly tenancy, at a Rent of 70 *l.* per annum for No. 67, and 90 *l.* per annum for No. 68.		
5 – –	- - -	- - Such sum as shall be equal to 2-3ds at least of the value of the Premises -	- - The cost of erecting and finishing the said Messuages -	- -	Not before in Lease.	

Appendix, N° 1.—Comprising LEASES granted - - - - - -

DATES of LEASES.	PREMISES GRANTED.	TO WHOM.	FOR WHAT TERMS.	Estimated Annual Value.
1854:	MILLBANK ESTATE—*continued.*			£. s. d.
Sept. 13	A Plot of Ground, with Two newly-erected Messuages thereon, on the North side of Bessborough Street, in the Parish of St. John-the-Evangelist, Westminster, being the 20th and 21st Houses, Eastward from Upper Dorset Street, including the corner House - - - -	Thomas Cubitt - -	- - 89 years from 5th April 1854 -	- - -
„ 14	A Plot of Ground, with Three newly-erected Messuages thereon, on the North side of Bessborough Street, in the Parish of St. John-the-Evangelist, Westminster, being the 22d, 23d and 24th Houses, Eastward from Upper Dorset Street, including the corner House - - -	Thomas Cubitt - -	- - 89 years from 5th April 1854 -	- - These Plots of Ground form a portion of the Crown's Millbank Estate agreed to be let to Mr. Thomas Cubitt for building purposes, and the Rents reserved by these Leases are portions of the gross Annual Rent of 550 *l.* now paid by Mr. Cubitt for the whole of the Ground comprised in that Agreement -
„ 15	A Plot of Ground, with Three newly-erected Messuages thereon, on the North side of Bessborough Street, in the Parish of St. John-the-Evangelist, Westminster, being the 25th, 26th and 27th Houses, Eastward from Upper Dorset Street, including the corner House - - - -	Thomas Cubitt - -	- - 89 years from 5th April 1854 -	
Dec. 15	A Plot of Ground, with Three newly-erected Messuages thereon, on the North-east side of Bessborough Gardens, in the Parish of St. John-the-Evangelist, Westminster, being the 1st, 2d and 3d Houses, North-westward from Ponsonby Street, including the corner House - - -	Thomas Cubitt - -	- - 89 years from 5th April 1854 -	
„ „	A Plot of Ground, with Three newly-erected Messuages thereon, on the North-east side of Bessborough Gardens, in the Parish of St. John-the-Evangelist, Westminster, being the 4th, 5th and 6th Houses, North-westward from Ponsonby Street, including the corner House - -	Thomas Cubitt - -	- - 89 years from 5th April 1854 -	- - -
	SURREY:			
June 30	A Plot of Ground, being parcel, or reputed parcel of the ancient Palace of Richmond, otherwise West Sheene, with a Messuage or Dwelling-house on part thereof, known as Wentworth House - - - - -	Richard Hassall, M.D. -	- - 42 years from 5th July 1853 -	25 - -
„ „	A Piece of Ground, containing Three Acres, situated at Richmond, to be used as a Site for a Messuage, Building and offices, suitable for a Militia Depôt - - - - - - -	William Holme Sumner	- - 60 years from 10th Oct. 1854 -	60 - -

- - - - - - of Messuages or Tenements, &c.—*continued.*

ON NEW LEASES:				ON PRECEDING LEASES:		
RENTS reserved in NEW LEASES.	FINES paid for the same.	INSURANCE against Fire.	Other Considerations for NEW LEASES.	Annual Value per last preceding Survey.	RENTS reserved in last LEASES.	FINES paid for last LEASES.
£. s. d.		£. s. d.		£. s. d.	£. s. d.	
2 - -						
3 - -						
3 - -	- - -	- Such sum as shall be equal to two-thirds at least of the value of the Premises -	- - The expense of erecting and finishing the said Messuages - - -	- -	Not before in Lease.	
3 - -						
3 - -						
25 - -	- - -	900 - - at the least	- - The surrender of the former Lease, of which two years were unexpired, and the cost of erecting several new Buildings, and the expense of repairing and improving the Premises generally - -	20 - -	20 - -	
60 - -	- - -	- - 3-4th parts at least of the full value of the Buildings	- - The cost of erecting and constructing the said Buildings -	- - This Ground is a portion of the Property, containing 14 A. 3 R. 17 P., held, for agricultural purposes, on Lease, by Mrs. Stanford, for a term of 21 years, from the 5th April 1851, at a yearly Rent of 60 *l.*, from which an abatement of 11 *l.* 5 *s.* per annum has been made, in consequence of the abstraction of the Parcel leased to Colonel Sumner.		

(*continued*)

Appendix, N° 1.—Comprising Leases granted - - - - - -

DATES of LEASES.	PREMISES GRANTED.	TO WHOM.	FOR WHAT TERMS.	Estimated Annual Value. £. s. d.
1854:	SURREY—*continued.*			
Aug. 11	A Piece of Land, containing about Two Roods, part of the Crown's Marshgate Farm at Richmond -	John Hurdis Ravenshaw - - -	60 years from 5th April 1854	10 - -
Sept. 16	A Farm-house, Chaise-house, Barns, Stables, Outhouses and Buildings, and various Parcels of Land, containing in the whole about 182 A. 1 R. 24 P., and known as "The Upper and Lower Bakeham Farms," within the Manor and Parish of Egham - - -	James Smith - -	15 years from 10th Oct. 1850 -	158 - -
	SUFFOLK:			
June 26	A Farm-house, and certain Lands called Shimpling Park Farm, containing about 438 A. 1 R. 37 P., situate in the Parish of Shimpling	- - - - - -	14 years from 10th Oct. 1853 -	250 - -
	and			
	A Farm-house and Buildings, with various Parcels of Land, called the Green Tree Farm, together with a Double Cottage, Tenement and Land adjacent thereto, containing in the whole 133 A. 0 R. 18 P., and also situate in the said Parish of Shimpling - - - - -	Arthur Blencowe - - - - - -	13¾ years from 5th Jan. 1854 -	149 - -
	YORK:			
March 28	A Piece of Beach Soil or Sea-shore, between high and low-water mark, adjacent to that portion of the Township Fields of Hinderwell, belonging to the Lessees, with power to erect a Pier or Shipping Place thereon - - - - - -	Thomas Seymour and others - -	21 years from 5th January 1854, determinable by either Party at the end of the first 7 or 14 years, or by the Lessees only at the end of the first 3 years - -	5 - -
May 17	All Mines and Veins of Lead Ore within the Territories of Grinton, Whiteaside, Harkaside, Summerlodge and Cogden - - -	James Brown Simpson and others -	21 years from 5th Jan. 1855 -	Uncertain -
July 15	Two Pieces of Beach Soil or Sea-shore, between high and low-water mark, adjacent to those portions of the Township Fields of Hinderwell, belonging to the Lessee, with the Pier erected upon one of such pieces, and with power to erect another Pier upon the other piece thereof - - - - -	Addison Brown - -	21 years from 5th January 1854, determinable by either party at the end of the first 7 or 14 years -	10 - -

- - - - - - - of MESSUAGES or TENEMENTS, &c.—*continued.*

ON NEW LEASES:				ON PRECEDING LEASES:		
RENTS reserved in NEW LEASES.	FINES paid for the same.	INSURANCE against Fire.	Other Considerations for NEW LEASES.	Annual Value per last preceding Survey.	RENTS reserved in last LEASES.	FINES paid for last LEASES.
£. s. d.				£. s. d.	£. s. d.	
10 – –	- - -	--Such sum as shall be equal to 3-4th parts at the least of the value of the Buildings	--The expense of properly fencing and inclosing the Land, and of erecting thereon a School and School-house - - -	- - Formerly held as Arable Land upon a yearly tenancy, at a proportionate Rent of 2 *l.* 10 *s.*		
158 – –	- - -	--Such sum as shall be equal to the full value of the Buildings -	- - - -	92 – – for the Upper Farm, and 94 10 – for the Lower Farm - -	92 – – for the Upper Farm, and 94 10 – for the Lower Farm, which was last held on a yearly tenancy - -	- nil. These Farms were formerly occupied as accommodation Lands by the Tenants of adjoining Farms. At the expiration of the last Lease no Tenant could be found for the Upper Farm, which was retained in hand for a year, until the present Letting was effected.
250 – –	- - -	- - -	- - - -	200 – –	200 – –	
149 – –	- - -	--Such sum as shall be equal to 3-4th parts at the least of the value of the Buildings -	- - - -	- - Not before in Lease, the Premises having been purchased from the 5th January 1854. The Particulars of the Purchase were detailed in the Thirty-second Report, pages 9 and 55.		
5 – –	- - -	- - -	- - - -	- - Not before in Lease.		
1 – – and a Royalty of 1-8th of the Lead and Lead Ore raised - -	- - -	- - -	- - - -	Uncertain -	1 – – and a Royalty of 1-7th of the Ore raised.	
10 – –	- - -	- - -	- - - -	- - Not before in Lease.		

Appendix, N° 2.—PARTICULARS of Leases granted under the Powers of the Act 5 Vict. c. 1, to at *Kensington*, and for other Purposes, between the

DATES of LEASES.	PREMISES GRANTED.	TO WHOM.	FOR WHAT TERMS.	Estimated Annual Value.
				£. s. d.
1854:	MIDDLESEX:			
Aug. 31	A Piece of Ground, extending in front about 22 ft. 6 in., and in depth, on the South side, about 263 ft., at the rear about 22 ft. 6 in., and on the North side about 263 ft., being part of Plot No. 4, situated on the East side of the Queen's Road, Kensington, in the Parish of St. Mary Abbott's, Kensington, and part of the Site of the Royal Kitchen Garden, to be used as and for an Ornamental Garden or Plantation only, and to be annexed to and at all times occupied with the House, No. 9, Palace Gardens, adjoining Northward, and standing on Plot No. 3 - - - - - - -	Caroline Matilda Murray	- - 90¼ years from 5th July 1852 -	16 16 –
Dec. 12	A Plot of Ground, extending in front about 194 ft. 8 in., and in depth, on the South side, about 262 ft. 1 in., at the rear about 194 ft. 11 in., and on the North side about 260 ft. 4 in., together with a newly erected Messuage or Dwelling-house, &c. thereon, situated on the East side of the Queen's Road, Kensington, in the Parish of St. Mary Abbotts, Kensington, part of the Site of the Royal Kitchen Garden - -	- - The Right Hon. Leicester Fitzgerald Charles, Earl of Harrington - - -	- - 91 years from 10th Oct. 1851 -	147 – –

Appendix, N° 3 (A.)—A SCHEDULE of a Piece of Land belonging to The Crown, in *England*, which has Authorities of the Acts 10 Geo. IV. c. 50, 2 Will. IV. c. 1, and 14 & 15 Vict. c. 42; showing, The Date of the subsisting Lease at the Time of Sale; and the Purchase Money paid for the Property; and also showing, according Rent reserved and the Fine paid for the last or subsisting Lease thereof.

DATE of CONTRACT.	PREMISES SOLD.	NAMES of PURCHASERS.
1854:	SUFFOLK:	
October - 12	A Piece of Land, containing 5 A. 2 R. 4 P., called Street Field, in the Parish of Brundish, and previously held with the St. Edmund's Farm - - - - - - - - - - - -	- - John Bullock Girling and Charles Stearn

authorize the Commissioners of Her Majesty's Woods, &c. to grant Building Leases of the Royal Kitchen Garden 31st March 1854 and the 31st March 1855.

ON NEW LEASES:				ON PRECEDING LEASES:		
RENTS reserved in NEW LEASES.	FINES paid for the same.	INSURANCE against Fire.	Other Considerations for NEW LEASES.	Annual Value per last preceding Survey.	RENTS reserved in last LEASES.	FINES paid for last LEASES.
£. s. d.						
16 16 –	- - -	- - -	- - - -	- - These Plots of Ground form a portion of the late Royal Kitchen Garden at Kensington Palace, placed under the charge of the Commissioners of Her Majesty's Woods, &c., by the Act 5 Vict. c. 1, in order to be let on Building Leases.		
- - A Peppercorn for the first year, 73 10 – for the second year, and 147 – – per annum during the remainder of the term; also – 5 – per annum in lieu of Land-tax for every year after the first - -	- - -	- - 3-4th parts at least of the value of the Messuages and Buildings -	- - The cost of erecting and completing the Messuage and Buildings - -			

been Sold by Public Auction, between the 31st day of March 1854 and the 31st day of March 1855, under the Conveyance thereof; The Property comprised therein; The Names of the Purchasers; The Term unexpired of the to the Survey and Valuation under which the last Lease was granted, the Annual Value of such Part thereof; and the

TERM UNEXPIRED of subsisting Lease at the Time of Sale.	PURCHASE MONEY.	ANNUAL VALUE per Survey for last LEASE.	RENTS RESERVED IN LAST LEASE.	FINE PAID FOR LAST LEASE.
	£. s. d.			
- - nil - - The last Lease expired on the 10th October 1854 -	195 – –	- - This Parcel of Land formed a part of the St. Edmund's Farm, the Particulars of the Sale of which are detailed in the accompanying Schedule, No 3 (B.)		

Appendix, N° 3 (B.)—A SCHEDULE of all MANORS, BUILDINGS, LAND, and other HEREDITAMENTS, belonging to The Crown, in *England* and *Wales*, and in the *Isle of Alderney*, which have been Sold by Private Contract, between the 31st day of March 1854 and the 31st day of March 1855, under the Authority of the Acts 10 Geo. IV. c. 50, 2 Will. IV. c. 1, and 14 & 15 Vict. c. 42; showing, The Dates of the Conveyances thereof respectively; The Property comprised therein; The Names of the Purchasers; The Terms unexpired of the subsisting Leases at the Time of Sale; and the Purchase Money paid for the Property; and also showing, according to the Survey and Valuation under which the last Lease was granted, the Annual Value of such Parts thereof; and the Rents reserved and the Fines paid for the last or subsisting Leases thereof.

Note.—In cases where the Leases contained other Property besides that which has been sold, and which are distinguished by an asterisk (*), a proportionate part of the last yearly Value, Rent and Fines, is inserted in the Schedule.

DATES and Numbers of Conveyances.	PREMISES SOLD.	NAMES of PURCHASERS.	TERMS UNEXPIRED of subsisting Leases at the Time of Sale.	PURCHASE MONEY.	ANNUAL VALUE per Surveys for last LEASES.	RENTS reserved in last LEASES.	FINES paid for last LEASES.
				£. s. d.	£. s. d.	£. s. d.	
1854:	ISLE OF ALDERNEY:						
May - 15	Three Parcels of Land at Rocque Tourgée, containing 4 A. 2 R. 32 P., a Parcel of Land at Les Rochers, containing 10 A. 1 R. 12 P., and a further Portion of Land at Chateau L'Etoe, of 5 acres, consisting altogether of 20 A. 0 R. 4 P., together with a small Islet adjacent to the last-mentioned Piece of Land, called "Hommet Herbe" - -	- The Principal Officers of Her Majesty's Ordnance - - -	- - -	842 18 3	- - Not before in Lease, but let on yearly tenancies, at rents of 3 *l.* 15 *s.* per annum for the Land at Les Rochers, and of 1 *l.* for the Land at Rocque Tourgée. The residue at Chateau L'Etoe was included in a Letting with other Lands, but no abatement has been made from the Rent, in consequence of the abstraction of this last-mentioned Parcel.		
	ANGLESEY:						
Dec. - 6	The Interest of the Crown in a Piece of the Shore or Strand, containing 1 A. 0 R. 10 P., or thereabouts, on the Western Banks of the Menai Straits, in the Parish of Llandegfan - - - - - - -	- - Samuel Dukinfield Darbishire - - -	- - -	10 - -	- - Not before in Lease.		
1855:	BUCKS:						
Jan. - 12	Several Pieces of Arable, Meadow and Wood Land, with several Cottages, Sheds, and other Buildings thereon, containing in the whole about 357 A. 2 R. 4 P., called St. John's Wood, and situate in the Parish of Chipping Wycombe - - - - - - -	James Walker Williams	- - 14¾ years, determinable by the Lessee on the 10th October 1859	3,500 - -	140 - -	140 - - and a Duty, Rent or Royalty of 1 *s.* for every 1,000 of bricks or tiles made upon the Lands.	
	CARDIGAN:						
1854:	The Interest of the Crown in the under-mentioned Pieces of Land and Buildings, being Encroachments from the Common Wastes of the Crown's Lordship of Croythin:						
April - 7 No. 257.	Land, containing about 21 A. 1 R. 15 P., with the Buildings thereon, being Nos. 1, 2, 3, 4, 5, 6 and 7, on the Plan of the said Lordship - - -	John Smith Bonsall -	- - -	42 - -	- - Not before in Lease.		
July - 1 No. 258.	Land, containing about 4 A. 1 R. 2 P., with a Building thereon, being Nos. 16 and 17 on the said Plan - - - - - - -	John Morgans - -	- - -	3 4 9			

	CARMARTHEN: The Interest of the Crown in the under-mentioned Pieces of Land, being Encroachments from the Common Wastes of the Crown's Manor of Talley:							
Nov. - 10 No. 295.	Land, containing about 6 A. 0 R. 9 P., being Nos. 41, 42, 43 and 44 on the Plan of the said Manor	Elizabeth Price	-	-	-	27 7 6		
	CARNARVON: The Interest of the Crown in the under-mentioned Pieces of Land and Buildings, being Encroachments from the Common Wastes of the Crown's Hundred of Uwchgorfai:							
July - 26 No. 263.	Land, containing about 3 A. 2 R. 27 P., being Nos. 21 and 25 on the Plan of the said Hundred	David Thomas	-	-	-	8 18 6		
Nov. - 10 No. 264.	Land, containing about 4 A. 2 R. 5 P., being Nos. 261 and 262 on the Plan of the said Hundred	Hugh Beaver Roberts		-	-	3 4 9		
Nov. - 10 No. 290.	Land, containing about 1 A. 2 R. 20 P., being No. 257 on the Plan of the said Hundred	Owen Griffith	-	-	-	3 8 3		
Nov. - 10 No. 291.	Land, containing about 5 A. 1 R. 8 P., being No. 351 on the Plan of the said Hundred	David Hughes	-	-	-	2 16 –		
Nov. - 10 No. 292.	Land, containing about 3 A. 0 R. 10 P., with a House thereon, being No. 199 on the Plan of the said Hundred	Lewis Hughes	-	-	-	17 17 –		
Nov. - 10 No. 296.	Land, containing about 1 A. 2 R. 4 P., with a Cottage, being No. 276 on the Plan of the said Hundred	Lewis Thomas	-	-	-	3 17 –	- -	Not before in Lease.
	CHESTER:							
April - 10	The Interest of the Crown in a Piece of the Strand or Shore of the left Bank of the River Mersey at Birkenhead, containing about 1,201 superficial square yards	James Macdonald	-	-	-	135 2 3		
April - 10	The Interest of the Crown in a Piece of the Strand or Shore of the left Bank of the River Mersey at Birkenhead, containing about 1,264 superficial square yards	- - John Ravenscroft, Joseph Ravenscroft and James Ravenscroft	-	-	-	142 4 –		
	DENBIGH: The Interest of the Crown in the under-mentioned Pieces of Land and Buildings, being Encroachments from the Common Wastes of the Crown's Lordship of Bromfield and Yale:							
April - 7 No. 255.	Land, containing about 2 R. 11 P., being No. 7 on the Plan of Rhos Nesney	Thomas Hughes	-	-	-	7 19 3		
July - 10 No. 259.	Land, containing about 30 P., being No. 7 on the Plan of No. 99 B., Coed Poeth	Thomas Lewis	-	-	-	– 12 10		

(continued)

Appendix, N° 3 (B.)—A Schedule of all Manors, Buildings, Land, and other Hereditaments, belonging to The Crown, which have been Sold by Private Contract, &c.—*continued.*

DATES and Numbers of Conveyances.	PREMISES SOLD.	NAMES of PURCHASERS	TERMS UNEXPIRED of subsisting Leases at the Time of Sale.	PURCHASE MONEY.	ANNUAL VALUE per Surveys for last LEASES.	RENTS reserved in last LEASES.	FINES paid for last LEASES.
1854:	Denbigh—*continued.*						
	Lordship of Bromfield and Yale—*continued.*			£. s. d.	£. s. d.	£. s. d.	
July - 10 No. 260.	Land, containing about 1 A. 3 R. 7 P., with the Buildings thereon, being Nos. 29 and 30 on the Plan of Brymbo Common - - - -	Thomas Jones - -	- - -	8 8 –			
Sept. - 12 No. 262.	Land, containing about 3 A., being No. 13 on the Plan of Bwlchgwyn Mountain - - - - - - - - - - - - -	John Jones - -	- - -	2 12 6			
Sept. - 30 No. 279.	Land, containing about 2 R. 9 P., being No. 122 on the Plan of Coed Poeth - - - - - - - - - - - - -	Thomas Hughes - -	- - -	2 14 6			
Oct. - 21 No. 282.	Land, containing about 23 P., with a House thereon, being marked B. on the Plan of No. 15, Cefn Mawr - - - - - - - -	David Jones - -	- - -	12 18 –			
Oct. - 21 No. 283.	Land, containing about 4 P., being No. 4, portion of 99 B. on the Plan of Coed Poeth - - - - - - - - - - -	John Carrington - -	- - -	– 3 6			
Oct. - 21 No. 285.	Land, containing about 30 P., with a House thereon, being No. 5, portion of No. 99 B., on the Plan of Coed Poeth - - - - - -	Richard Jones - -	- - -	7 12 10			
Oct. - 21 No. 287.	Land, containing about 1 R. 24 P., with a House thereon, being Nos. 11 and 12, portions of No. 99 B. on the Plan of Coed Poeth - - -	John Jones - -	- - -	18 18 –			
Oct. - 21 No. 288.	Land, containing about 3 R. 21 P., with a House thereon, being Nos. 75, 76 and 78 on the Plan of Coed Poeth - - - - - - - -	John Jones - -	- - -	13 17 1	- - Not before in Lease.		
Oct. - 21 No. 289.	Land, containing about 12 P., with a House thereon, being No. 28 on the Plan of Cefn Mawr - - - - - - - - - - -	Edward Jones - -	- - -	7 17 6			
Oct. - 23 No. 280.	Land, containing about 2 R. 24 P., being No. 2, on the Plan of Cumo -	John Jones and David Jones - - -	- - -	1 6 10			
1855:							
March - 5 No. 297.	Land, containing about 26 P., being No. 157 A on the Plan of Cefn Mawr - - - - - - - - - - - - -	Thomas Edwards -	- - -	2 10 –			
March - 5 No. 298.	Land, containing about 7 A. 1 R. 26 P., being Nos. 205 on the Plan of the Township of Broughton, 4, 5, 6, 7 and 8 on the Plan of the Township of Stansty, 71 and 72 on the Plan of Brymbo Common, and 15, 16, 67, 93, 94 and 98 on the Plan of Coed Poeth - -	Richard Thompson -	- - -	56 7 3			
March - 5 No. 300.	Land, containing about 25 P. being No. 1 A. on the Plan of Coed Poeth [The Encroachments, Nos. 101, 102, 103 and 146, Hundred of Penllyn, County Merioneth, were included in the same Conveyance.]	Thomas Fitzhugh and Thomas Lloyd Fitzhugh	- - -	– 14 6			

1854:	The Interest of the Crown in the under-mentioned Pieces of Land and Buildings, being Encroachments from the Common Wastes of the Crown's Lordship of Denbigh:					
Oct. - 21 No. 284.	Land, containing about 2 R. 10 P., with a Cottage thereon, being No. 690 on the Plan of the said Lordship	John Jones		2 1 2		
Oct. - 21 No. 286.	Land, containing about 2 A. 0 R. 3 P., with a Cottage thereon, being No. 688 on the Plan of the said Lordship	John Pierce		3 3 6		
Nov. - 10 No. 293.	Land, containing about 12 A. 1 R. 21 P., being No. 6 on the Plan of the said Lordship	Sidney Parry Mac-Gregor, George Ashley and William Griffith		17 6 6		
Nov. - 10 No. 294.	Land, containing about 6 A. 2 R. 21 P., with a Cottage thereon, being Nos. 438, 439 and 440 on the Plan of the said Lordship	William Owen		11 19 1		
1855:						
Jan. - 22 No. 275.	Land, containing about 22 A. 1 R. 34 P., being No. 642 on the Plan of the said Lordship	Hugh Beaver Roberts		31 2 3	- -	Not before in Lease.
March - 5 No. 299.	Land, containing about 21 A. 2 R. 19 P., with Two Cottages thereon, being Nos. 432, 433, 434, 435, 436 and 437 on the Plan of the said Lordship	Pierce Wynne Yorke		26 13 8		
1854:	DEVON:					
April - 7	The Interest of the Crown in a Piece of Land between high and low-water mark, containing 1 A. 2 R. 38 P., situate at Appledore, adjacent to the Parish of Northam	James Cock		100 - -		
July - 20	The Interest of the Crown in various Pieces of Land between high and low-water mark, containing in the whole 198 acres or thereabouts, being part of the Foreshore of the River Taw, situate in or adjacent to the Parishes of Heanton Purchardon and Braunton	William Williams		540 - -		
July - 20	The Interest of the Crown in a Piece of the Beach Soil or Foreshore between high and low-water mark of the River Torridge, adjacent to the Parishes of Westleigh and Bideford, containing 2 A. 1 R. 1 P.	Lewis William Buck and George Stuckey Buck	79 years and 82 days	- - -	5 - -	5 - -
	And likewise in three other adjacent Parcels of Foreshore, containing together 51 A. 1 R. 20 P.			650 - -		
				- - -	- -	Not before in Lease.
Aug. - 17	The Interest of the Crown in a Piece of Land, part of the Beach or Sea-shore between high and low-water mark, containing about 45 A., situate in front of certain Lands belonging to Francis Read, called Under Hill or Lower Ware Farm, in the Parish of Uplyme	George Nathaniel Shore	25 years and 231 days	500 - -	Uncertain -	1 *l.*, and a Royalty of 1 *d.* per ton on all Stone raised and removed.
Oct. - 30	The Interest of the Crown in two Pieces of Land, part of the Beach or Foreshore of the River Torridge, between high and low-water mark, containing together 2 A. 1 R. 20 P., and situate respectively adjacent to the Parishes of Westleigh and Fremington	The Bideford Extension Railway Company		25 - -	- -	Not before in Lease.
Nov. - 1	The Interest of the Crown in a Piece of Land between high and low-water mark, containing 3 R. 9½ P., situate at Appledore, adjacent to the Parish of Northam	William Yeo		100 - -		

(*continued*)

Appendix, N° 3 (B.)—A Schedule of all Manors, Buildings, Land, and other Hereditaments, belonging to The Crown, which have been Sold by Private Contract, &c.—*continued.*

DATES and Numbers of Conveyances.	PREMISES SOLD.	NAMES of PURCHASERS.	TERMS UNEXPIRED of subsisting Leases at the Time of Sale.	PURCHASE MONEY.	ANNUAL VALUE per Surveys for last LEASES.	RENTS reserved in last LEASES.	FINES paid for last LEASES.
1854:	DEVON—*continued.*			£. s. d.	£. s. d.	£. s. d.	
Nov. - 27	The Interest of the Crown in a Piece of Land forming part of the Foreshore of the River Torridge, between high and low-water mark, containing 2 A. 3 R. 20 P, and also in a further Piece of Land likewise forming a part of such Foreshore, and situate adjacent to the Parish of Bideford, with the Timber-yards and Buildings thereon -	Captain John Pyke, R.N. - - -		350 - -			
1855:							
Jan. - 14	The Interest of the Crown in a Piece of Land forming part of the Foreshore of the River Torridge, between high and low-water mark, containing 12 Perches, and situate adjacent to the Parish of Bideford - - - - - - - - - - - - - -	Benjamin Rogers Pyke - - -		35 - -			
	DORSET:						
Mar. - 21	Seven Pieces or Strips of Land at Castletown, in the Isle of Portland, whereon a portion of the Line of Railway for the conveyance of the Stone raised from the Quarries has been constructed - - -	- - The Portland Railway Company - -	- - -	175 - -			
1854:	ESSEX:						
May - 3	A Piece of Land, containing 2 R. 7 P., situate in the Parish of Barking, and forming a part of the Allotment awarded to Her Majesty under the Hainault Forest Inclosure Act - - - - - -	Maria Finton, widow -	- - -	70 - -			
1855:					- - Not before in Lease.		
Mar. - 12	Two Pieces or Parcels of Land or Ground, containing together about 12 A. 2 R. 14 P., being parts of the Shore and Bed of the River Thames, between high and low-water mark, and situate within or adjacent to the Parishes of Leigh and Prittlewell, required for the purposes of the London, Tilbury and Southend Railway Act - -	- - The Eastern Counties and London and Blackwall Railway Companies - -	- - -	200 - -			
Mar. - 13	The Interest of the Crown in several Pieces of Land, containing together about 10,890 superficial feet, being parts of the Shore and Bed of Bemfleet Creek, between high and low-water mark, and situate in or adjacent to the Parish of Bemfleet - - - - -	- ditto - - -	- - -	25 - -			
1854:	FLINT:						
Dec. - 21 No. 266.	Land, containing about 1 Perch, being No. 1 A. on the Plan of Encroachments in and adjoining the Town of Rhyl - - - - -	Townsend Mainwaring - - -	- - -	1 10 -			
Dec. - 22 No. 265.	Land, containing about 3 Perches, being Nos. 17 and 18 on the said Plan - - - - - - - - - - - - - -	Samuel Edwards - -	- - -	6 15 -			
Dec. - 29 No. 267.	Land, containing about 6 Perches, being No. 30 on the said Plan -	Jonathan Moore - -	- - -	9 - -			

Dec. - 29 No. 268.	Land, containing about 22 Perches, being No. 31, on the said Plan -	Thomas Christian -	- - -	33 - -	
1855:					
Jan. - 1 No. 269.	Land, containing about 6 Perches, being No. 25 on the said Plan -	Robert Jones - -	- - -	13 10 -	
Jan. - 1 No. 270.	Land, containing about 2 Perches, being No. 20 on the said Plan -	George Adams - -	- - -	4 10 -	
Jan. - 9 No. 271.	Land, containing about 36 Perches, being Nos. 35 and 36 on the said Plan - - - - - - - - - - - - - -	William Morris - -	- - -	54 - -	
Jan. - 11 No. 272.	Land, containing about 21 Perches, being No. 27 on the said Plan -	Thomas Hughes - -	- - -	31 10 -	
Jan. - 17 No. 273.	Land, containing about 9 Perches, being No. 32 on the said Plan -	John Royle - -	- - -	13 10 -	- - Not before in Lease.
Jan. - 18 No. 274.	Land, containing about 3 Perches, being Nos. 12 and 13 on the said Plan - - - - - - - - - - - - - -	Anna Maria Simcox -	- - -	9 - -	
Feb. - 10 No. 276.	Land, containing about 3 R. 15 P., being No. 48 on the said Plan -	- - Edward Williams and Robert Williams -	- - -	21 1 10	
Feb. - 13 No. 277.	Land, containing about 3 Perches, being No. 19 on the said Plan -	Angharad Lloyd - -	- - -	6 15 -	
Mar. - 30 No. 281.	Land, containing about 3 R. 31 P., being Nos. 55 and 56 on the said Plan - - - - - - - - - - - - - -	Morris Dowell - -	- - -	28 6 3	
1854:	KENT:				
Nov. - 18	A Piece of Land, containing 6 Acres, situate in the Parish of Charlton, near Dover, and forming a portion of the Crown's Maison Dieu Estate, to be appropriated as a Site for the formation of a new Cemetery or Burial-ground, with liberty to make a Roadway over a further portion, containing 1 Rood of the same Estate, in order to improve the access to the first-mentioned Parcel, for which liberty the Purchasers have paid a further sum of 50 *l.* - - - - - - - -	- - The Burial Board for the Parish of Saint James, Dover - -	- - -	1,000 - -	- - Not in Lease. Pending the intended appropriation of a portion of the Crown's Maison Dieu Estate for Building purposes, the Land is let, with the exception of a very small portion, on yearly Tenancies. The Agricultural Value of the Land sold to the Burial Board was about 2 *l.* per acre.
	LINCOLN:				
April - 20	A Piece of Land, containing 20 Perches, or thereabouts, situate at Epworth, and forming a portion of the Crown Estate there, together with the Interest of the Crown in a Piece of adjacent Waste Land, containing 7 Perches or thereabouts, to be appropriated towards the enlargement of the Burial-ground attached to the Parish Church of Epworth - - - - - - - - - - - - - -	- - Her Majesty's Commissioners for building New Churches - -	- - 1 year and 173 days -	26 - -	- - The first Parcel is included in the Lease of the Manor and Demesne Lands of Epworth, now held for a Term which will expire at Michaelmas next, at a rent of 1,375 *l.* per annum; but the proportion of this rent applicable to this particular Parcel cannot be accurately ascertained, and no deduction is made therefrom in consequence of the abstraction of this Plot from the Letting. The second Parcel is Waste of the same Manor.

(*continued*)

Appendix, N° 3 (B.)—A Schedule of all Manors, Buildings, Land, and other Hereditaments, belonging to The Crown, which have been Sold by Private Contract, &c.—*continued.*

DATES and Numbers of Conveyances.	PREMISES SOLD.	NAMES of PURCHASERS.	TERMS UNEXPIRED of subsisting Leases at the Time of Sale.	PURCHASE MONEY.	ANUUAL VALUE per Surveys for last LEASES.	RENTS reserved in last LEASES.	FINES paid for last LEASES.
				£. s. d.	£. s. d.	£. s. d.	
	MERIONETH:						
1854:	The Interest of the Crown in the under-mentioned Pieces of Land and Buildings, being Encroachments from the Common Wastes of the Crown's Hundred and Lordship of Penllyn:						
July - 20 No. 256.	Land, containing about 14 A. 1 R. 29 P., being No. 70 on the Plan of of the said Hundred - - - - - - - - - -	Rice Hugh Anwyl -	- - -	12 5 –			
July - 20 No. 261.	Land, containing about 80 A. 3 R. 27 P., with the Buildings thereon, being Nos. 10, 38, 39, 40, 41 and 42 on the Plan of the said Lordship - - - - - - - - - - - - - -	Edward Jones - -	- - -	91 18 9	- - Not before in Lease.		
1855:							
Feb. - 14 No. 278.	Land, containing about 74 A. 2 R. 28 P., being Nos. 116, 117, 118 and 119 on the Plan of the said Hundred - - - - - - -	Robert Anwyl - -	- - -	67 18 –			
Mar. - 5 No. 300.	Land, containing about 54 A. 2 R. 37 P., being Nos. 101, 102, 103 and 146 on the Plan of the said Hundred - - - - - - - (The Encroachment, No. 1 A., Coed Poeth, Lordship of Bromfield and Yale, County Denbigh, was included in the same Conveyance.)	- - Thomas Fitzhugh and Thomas Lloyd Fitzhugh - - - -	- - -	40 5 –			
1851:	MIDDLESEX:						
Jan. - 31	A Piece or Parcel of Ground situated at the corner of Chandos Street and King William Street, in the Parish of St. Martin-in-the-Fields, in the Liberty of Westminster, with the Messuage, Tenement or Building thereon, known as the Royal Westminster Ophthalmic Hospital -	- - Colonel Thomas Wood, Lieut.-Colonel Thomas Wood, Sir John Swinburne, Bart., and Lewis Powell, Esq. -	- 77 years and a half - -	3,060 – –	120 – –	120 – – - Under an agreement for a Lease.	
					The circumstances under which this Sale was effected are fully detailed in the Correspondence inserted in Appendix, No. 14, to Thirty-first Report to Parliament, dated 30 June 1853.		
1855:							
Mar. - 12	Two Parcels of Land, forming part of the Bed and Shore of the River Thames below high-water mark at ordinary tides, one Piece situated in the Parish of Fulham, in the County of Middlesex, and the other Piece in the Parish of Putney, in the County of Surrey, and required for the purposes of an Aqueduct - - - - - - - -	- - The Governor and Company of Chelsea Waterworks - -	- - -	21 – –	- - Not before in Lease.		
1854:	NORFOLK:						
May - 3	The Interest of the Crown in a Piece of Land or Foreshore below high-water mark, containing 2 A. 0 R. 35 P., situate at Great Yarmouth, to form the Site of the Wellington Pier - - - - - - - -	- - The Great Yarmouth Wellington Pier Company - - - -	- - -	80 – –			

1858. May - 17	Two Pieces of Land, containing together 8 A. 1 R. 20 P., situate in the Parish of Emneth, and forming a portion of the Crown's Marshland Fen Estate	The Middle Level Drainage Commissioners	4 years and 144 days	460 12 6		The Estate of which these Lands form part contains 246 A. 2 R. 14 P., and is let at a Rent of 213 *l.*, of which the sum of 8 *l.* 7 *s.* 6 *d.* has been apportioned as being payable in respect of the Parcels sold.
1855:	NORTHAMPTON:					
Mar. - 12	A Messuage, with a Barn, Stable and Mill, known as the Harpole Mill, and various Parcels of Land, containing in the whole 20 A. 1 R. 27 P., with the Sheds and Buildings thereon, situate in the Parishes of Harpole and Kislingbury	Joseph Sarjeant	nil — The last Lease expired on the 10th of October 1854	2,500 – –	51 16 9	51 16 9 — nil.
1854:	SUFFOLK:					
Oct. - 12	A Piece of Land, containing 14 A. 1 R. 18 P., situate in the Parishes of Brundish and Wilby, heretofore held with the Saint Edmund's Farm	Robert Garrard	nil — The last Lease expired on the 10th of October 1854	550 – –	140 – –	140 – – — --The last Lease of this Farm comprised, in addition to these Lands, a Parcel since sold by Auction, as stated in Appendix, No. 3 (A.)
Nov. - 10	A Farm House, Barn, Buildings, Yards, Gardens, Orchards, and various Pieces of Land, containing in the whole 113 A. 3 R. 23 P., called Saint Edmund's Farm, in the Parish of Brundish	James Chaston		3,950 – –		
Nov. - 18	A Farm House, Buildings, Yards, Gardens and various Pieces of Land, containing in the whole 176 A. 2 R. 23 P., called the Chantry Farm, and situate in the Parishes of Brundish and Tannington	George Wells	nil — The last Lease expired on the 10th of October 1854	6,465 15 –	190 – –	190 – – — This Piece of Land formed a part of the Property, comprising divers Messuages, Gardens, &c. at Egham, valued at 388 *l.* 8 *s.* per annum, and granted on Lease to Richard Wyatt, Esq., on 29 November 1806, for a Term of 60 years and 283 days, from 31 December 1804, at a yearly Rent of 242 *l.* 9 *s.* 6 *d.*, and upon payment of a Fine of 2,301 *l.*; but the proportions of these Sums applicable to this particular Parcel, cannot be accurately ascertained.
1855:	SURREY:					
Mar. - 2	The Reversionary Interest of the Crown in a Piece of Land, containing 1 R. 4 P. at Egham Hill, and situate in the Parish of Egham	Hugh Shield	10 years and 222 days	140 – –		
	SUSSEX:					
Feb. - 19	The Interest of the Crown in three several Pieces of Land, containing together 2 Acres, or thereabouts, and forming part of the Bed or Shore of the Sea, and the Navigable Creeks leading therefrom, below high water mark, and situate at or in Rye Harbour	The South Eastern Railway Company	– – –	100 – –	– –	Not before in Lease.
Feb. - 27	The Crown's Reversionary Interest (expectant on the determination of the Estate Tail granted by the Crown, and confirmed by an Act of Philip & Mary, to the Heirs Male of Sir Edward Nevill) in a Piece of Land, containing 3 A. 3 R. 12 P., adjoining the Church-yard at Cuckfield, to be appropriated to the enlargement and improvement of that Church-yard	The Burial Board for the Parish of Cuckfield	– – –	48 – –		Not before in Lease. The Crown's Interest in the Land was limited to the Reversion expectant upon the determination of the Estate Tail, now vested in the Earl of Abergavenny, and the value of the Crown's Reversionary Interest has been fixed at three years' Value of the Property.

Appendix, N° 4 (A.)

A SCHEDULE of Copyhold or Customary Premises, Parcel of, or holden of, Manors belonging to The Crown, which have been Enfranchised between the 31st day of March 1854 and the 31st day of March 1855, by virtue of the Acts 10 Geo. IV. c. 50, 2 Will. IV. c. 1, and 14 & 15 Vict. c 42; showing, The Dates of the respective Enfranchisements; The Names of the Enfranchisees; The Copyhold or Customary Premises Enfranchised; The Quit-rents issuing thereout; and the Consideration Money paid for the Enfranchisements.

DATES of CONTRACTS.	NAMES of PURCHASERS.	COPYHOLD OR CUSTOMARY PREMISES.	NET QUIT-RENTS.	Consideration Money.
		CAMBRIDGE:	£. s. d.	£. s. d.
1854: Oct. - 2	Charles Heaton Ellis -	- - The Interest of the Crown in Three Pieces of Land, containing in the whole 60 A. 0 R. 16 P., situate in Mill Field and South Field, within the Manor of Burwell Ramseys - - - [In this Manor the Copyholds are of Inheritance, subject to the Payment of Fines certain, calculated at Half a Year's Quit-rent on Descent or Alienation.]	1 19 -	526 - -
		HERTFORD:		
July - 29	The Local Board of Health for the District of Hitchin -	- - A cottage, with the Out-buildings, situate in Portmill Lane, in the Parish of Hitchin, within the Manor of Hitchin Portman and Foreign - [In this Manor the Copyholds are of Inheritance, subject to the payment of Fines certain, calculated at Half a Year's Quit-rent on Descent or Alienation.]	- - 2	9 5 -
		LINCOLN:		
Sept. - 20	The Rev. Gervas Harvey Woodhouse -	- - The Interest of the Crown in such Portions, as are Copyhold, of various Parcels of Lands at Owston, and holden by the Purchaser of the Manor of Epworth - - - - - [In this Manor the Copyholds are of Inheritance, subject to the Payment of a Fine certain on Death or Alienation, of 13 *s.* 4 *d.* for a Messuage; 6 *s.* 8 *d.* for a Cottage; 4 *s.* per Acre of Arable Land; and 6 *s.* 8 *d.* per Acre of Grass Land.]	1 11 2	79 - -
Dec. - 4	George Shore, John Patch and John Hidyard - - -	- - The Interest of the Crown in the Copyhold Portion, estimated to contain 10 A. 0 R. 32 P., of a Field in the East Marsh Road, holden of the Crown Manor of Goxhill, and also in the yearly Free Rent of 2 *s.*, payable by the said Purchasers for the Freehold Portion of the said Field - - - - - - - - -	- 2 - Free Rent - 2 -	40 - -
1855: Feb. - 13	Matthew Burkinshaw -	- - The Interest of the Crown in the Messuage or Cottage (now divided into Two Tenements), with the Barn, Stable, Outbuildings, Yard and Garden thereto belonging, containing together 2 R. 20 P., and holden of the same Manor - [In this Manor the Copyholds are of Inheritance, subject to the Payment of a Fine certain, of One-half the Yearly Quit-rent, on Death or Alienation.]	- 5 4	9 1 4

Appendix, N° 4 (A.)—SCHEDULE of Copyhold or Customary Premises, &c.—*continued.*

DATES of CONTRACTS.	NAMES of PURCHASERS.	COPYHOLD OR CUSTOMARY PREMISES.	NET QUIT-RENTS.	Consideration Money.
		MIDDLESEX:	£. s. d.	£. s. d.
1855:				
March - 11	The Grand Junction Waterworks Company - - -	- - The Interest of the Crown in Two Pieces of Land, containing together 1 R. 26 P., situate in the Parish of Hampton, and within the Honor and Manor of Hampton Court - - -	- - -	4 3 –
„ - 13	The West Middlesex Waterworks Company - - -	- - The Interest of the Crown in a Piece of Land, containing 22 Perches, also situate in the Parish of Hampton, and situate within the same Honor and Manor - - - - -	- - -	2 1 –
		[In this Manor the Copyholds are of Inheritance, subject to the Payment of a Fine arbitrary, usually calculated at One Year's Value on Alienation, and One Year and a Half's Value on Descent or Devise.]		
1854:		MONMOUTH:		
Nov. - 10	James Rennie - -	- - The Interest of the Crown in the Copyhold Portions of several Pieces of Land, Messuages or Tenements, situate in the Parish of Christchurch, and holden of the Manors of Liswery and Libenneth - - - - - - -	1 – –	187 10 –
		[In these Manors the Copyholds are of Inheritance. In Liswery, according to the Tenure of Borough English, subject to a Fine certain, of 5 *s.* on Alienation, and to a Heriot of the best Beast, or if there be no Beast depasturing in the Manor, of 5 *s.* on the Death of a Tenant; and a similar Heriot is also due on the Death of a Resiant, provided he has a Beast depasturing in the Manor. In Libenneth the Lands are held by Socage Tenure, subject to a Fine certain of 5 *s.* on Alienation, and to a Heriot of the best Beast, or if there be no Beast depasturing in the Manor, of One Year's chief Rent on the Death of a Tenant.]		
		NORFOLK:		
June - 30	William Grounds -	- - The Interest of the Crown in a Farm-house and Buildings and various Parcels of Land, containing in the whole 30 A. 0 R. 27 P., situate at East Dereham, and holden of the Manor of East Dereham of the Queen, and in certain Free Rents issuing out of some Freehold Lands in East Dereham, belonging to the Purchaser -	– 8 3	287 7 6
1855:				
Feb. - 14	Edward Machen - -	- - The Interest of the Crown in a Piece of Land, containing 2 Roods, also situate in East Dereham, and holden of the same Manor -	– – 4	8 2 –
		[In this Manor the Copyholds are of Inheritance, subject to the Payment of a Fine arbitrary, usually calculated at One Year and Three Quarter's Value on Descent, and a Year and a Quarter's Value on Alienation.]		
March - 12	William Robert Clarke	- The Interest of the Crown in certain Pieces of Land, with the Buildings standing thereon, situate at Wymondham, and holden of the Manor of Wymondham of the Queen - -	– 13 6½	114 16 3
		[In this Manor the Copyholds are of Inheritance, subject to the Payment of Fines, partly certain and partly arbitrary, usually calculated at the rate of Two Years' Annual Rent or Value on Descent, and One Year and Three Quarters on Alienation.]		

Appendix, N° 4 (A.)—Schedule of Copyhold or Customary Premises, &c.—*continued.*

DATES of CONTRACTS.	NAMES of PURCHASERS.	COPYHOLD OR CUSTOMARY PREMISES.	NET QUIT-RENTS.	Consideration Money.
		SURREY:		
1854:		Manor of Egham:	£. s. d.	£. s. d
April - 17	Thomas Parsons -	- - The Interest of the Crown in a Piece of Land, containing Two Acres, situate in Hythe Field, and holden of the Manor of Egham -	- - 10	24 - -
Sept. - 26	Colonel Henry Salwey	- - The Interest of the Crown in the Messuage and Buildings theretofore known as the Assembly Rooms, and now occupied as a Lecture Room, Library and Reading Room by the Egham Literary and Scientific Institute, with the Offices thereto belonging, and the Piece of Land adjoining, containing together 1 R. 20 P., and forming a part of the Red Lion Estate, in Egham, and holden of the same Manor - -	- 3 4	154 3 4
Oct. - 24	Samuel Jordan - -	- - The Interest of the Crown in a Cottage (now divided into Three Cottages or Tenements), with the Out-houses, Orchard, Garden and Appurtenances, containing 22 Perches, situate near Egham Field, and holden of the same Manor -	- - 1	75 2 6
1855:				
Feb. - 12	John Fisher - -	- - The Interest of the Crown in a Cottage, with a Garden and Land thereto belonging, containing in the whole 11 A. 3 R. 8 P., situate in Egham Field, and holden of the same Manor	- 3 2	220 - -
March - 12	William Brooks - -	- - The Interest of the Crown in a Messuage, with the Garden, Out-houses and Appurtenances thereto belonging, situate on the North Side of Egham Street, and also in a Piece of Allotment Land on Bishopsgate Heath, at Egham, and holden of the same Manor - -	- 2 -	187 10 -
		[In this Manor the Copyholds are of Inheritance, subject to the Payment of a Fine arbitrary, usually calculated at One and a Half Year's Value on Death, and One Year and a Quarter's Value on Alienation.]		
		Manor of Richmond:		
May - 12	Charles Thomas Mears	- - The Interest of the Crown in a Piece of Land, formerly Part of a Stable-yard, containing in width 6 Feet 9 Inches, and in length 18 Feet, situate at Richmond, and holden of the Manor of Richmond, otherwise West Sheene -	- - 6	10 - -
June - 19	Samuel Long - -	- - The Interest of the Crown in a Messuage or Mansion House, with the Coach-house, Stables, Outhouses, Yards and Gardens thereto belonging, and containing together 2 R. 16 P., also situate at Richmond, and holden of the same Manor - - - - - - - -	- 5 -	462 10 -
1855:				
Feb. - 19	The Most Noble Algernon Duke and Earl of Northumberland -	- - The Interest of the Crown in Two Eyotts or Aytes, in the River Thames at Richmond, and holden of the same Manor - - - -	- - 3	105 - -
		[In this Manor the Copyholds are of Inheritance, according to the Tenure of Borough English, subject to the Payment of a Heriot of the best Beast, or, if there is no Beast, of 6 *s.* 8 *d.*, and a Fine arbitrary, usually calculated at Two Years' Value, as rated to the Poor on Devise; and of a Fine, usually calculated at One and a Half Year's Value on Alienation; but Heirs of Copyholders and Tenants of the Manor claim Admission on Payment of a Fine of Two Years' Quit-rent only.]		

Appendix, N° 4 (B).

SCHEDULE of Copyhold Premises, Parcel of the Manor of *Esher*, Enfranchised within the same Period.

DATES OF CONTRACTS.	NAMES OF PURCHASERS.	COPYHOLD OR CUSTOMARY PREMISES.	NET QUIT-RENTS. £. s. d.	Consideration Money. £. s. d.
1854:				
December 1	Thomas Alder - -	- - The Interest of the Crown in various Messuages, Tenements and Parcels of Land, containing in the whole 34 A. 1 R. 35 P., or thereabouts, situate at or near to Esher, and holden of the Manors of Esher and Milbourne, otherwise Waterville Esher - - - - - - - -	- 9 3	532 19 6
„ „	Charles John Brown -	- - The Interest of the Crown in several Parcels of Land, containing in the whole 17 A. 3 R. 34 P., or thereabouts, situate at Esher, and holden of the Manor of Esher - - - - - - -	- 6 8	408 6 6

Appendix, N° 5.

AN ACCOUNT of all Fee-Farm and other Unimprovable Rents in *England* and *Wales*, belonging to The Crown, which have been Sold between the 31st day of March 1854 and the 31st day of March 1855, and of the Purchase Money paid for the same.

DATES AND NUMBERS OF CONVEYANCES.	NAMES OF PURCHASERS.	RENTS SOLD.	£. s. d.	LAND-TAX ALLOWED. £. s. d.	PURCHASE MONEY. £. s. d.
		BUCKINGHAM:			
1854:					
April - - 6 No. 123.	John Boykett Jarman -	- - For a House and Premises in Pescod Street, New Windsor, being No. 4 on the Rental of the reserved Rents purchased of F. W. Keppel, Esq. - -	- 5 -	- - -	15 - -
		- - For a Messuage and Garden in Pescod Street, being No. 5 on the said Rental -	- 5 -	- - -	
November 28 No. 139.	Geoffrey Pearl - -	- - For a House in High Street, Windsor, being No. 34 on the said Rental - -	2 - -	- - -	60 - -
		CAMBRIDGE:			
November 28 No. 148.	William Peek - -	- - For the Guildhall at Elsworth, being No. 278 on the Rental for the said County -	- - 6	- - -	- 15 -
		CHESTER:			
April - 22 No. 128.	The Rev. James Slade, John Robin, Benjamin Parkin, William Phillips, Josiah Day, Henry Bennett, Henry Brown, James Guile, and Thomas Smith - - -	- - For Le Grange Rack House, being No. 181 on the Rental for the said County - -	- 10 -	- - -	15 - -
1855:		CUMBERLAND:			
March - 5 No. 168.	Henry Hough Watson -	- - For Hereditaments at Braystone in Bcess, being No. 38 A. on the Rental for the said County - - - -	- 10 8	- - -	16 - -
March - 5 No. 170.	William Bird - -	- - For Hereditaments in Bescoridge and Kennerhugh, being No. 33 on the said Rental -	- 1 6	- - -	2 5 -

(continued)

Appendix, N° 5.—An Account of all Fee-Farm and other Unimprovable Rents in *England* and *Wales*, &c.—*continued.*

DATES AND NUMBERS OF CONVEYANCES.	NAMES OF PURCHASERS.	RENTS SOLD.				LAND-TAX ALLOWED.			PURCHASE MONEY.		
1854:		DENBIGH:	£.	s.	d.	£.	s.	d.	£.	s.	d.
December - 1 No. 137.	Eliza Partridge Price, Richard Burton Phillipson, and John Burton Phillipson - -	- - For Hereditaments in the Lordship of Bromfield, being No. 80 on the Rental for the said Lordship - - -	1	16	10	-	6	-	46	5	-
December 27 No. 172.	The Rev. Henry William Marker - -	- - For Hereditaments in the Parish of Ruabon, in the Hundred of Bromfield, being No 465 on the Rental for the said Hundred - -	18	18	11½	3	13	11½	457	10	-
1855:		- - For Lands in Adwn'r Claudd, being No. 33 on the Rental for the Lordship of Bromfield - - - -	-	1	6	-	-	-			
March - 5 No. 169.	Richard Thompson -	- - For a Cottage in Alcock, called Penybryn, being No. 19 on the Rental of the Cottages in the Township of Broughton, in the said Lordship - -	-	-	8	-	-	-	19	1	3
		- - For part of Gyffynnus Estate, being No. 20 on the said Rental - - - -	-	10	6½	-	-	-			
1854:											
April - 7 No. 121.	Henry Robertson Sandbach - -	- - For a Tenement called Hendre, being No. 571, on the Rental for the Hundred of Uwchdulas - - - -	-	17	8	-	-	-	26	10	-
		- - For Lands and Tenements called Glass Meadow, being No. 22 on the Rental for the Hundred of Kenmerch - -	-	4	-	-	-	-			
		- - For a Tenement called Waen Twysog, being No. 159 on the Rental for the Hundred of Isalet - - - - -	-	7	3	-	-	-			
April - 7 No. 127.	Thomas Hughes -	- - For a Tenement called Winllan, being No. 161 on the said Rental - - - -	-	-	8	-	-	-	34	-	-
		- - For Hereditaments in the Township of Gwaenygog, being No. 170 on the said Rental -	-	5	-	-	-	-			
		- - For a Tenement called Caed Vychgu, being No. 213 on the said Rental - -	-	5	9	-	-	-			
		- - For a Tenement called Waen Dullog, being No. 678 on the Rental for the Lordship of Yale - - - -	-	4	8	-	-	-			
		- - For a Tenement called Grygfryn, being No. 478 on the Rental for the Hundred of Uwchdulas - - - -	-	2	4	-	-	-			
		- - For a Tenement called Dennant and Renowas Croes Angen, being No. 481 c. on the said Rental - - - -	-	5	4	-	-	-			
		- - For a Tenement called Dolwydd, being No. 483 on the said Rental - - -	-	9	-	-	-	-			
June - 5 No. 132.	The Venerable Hugh Chambers Jones -	- - For a Tenement called Pen Rhû Ucha, being No. 486 on the said Rental - - -	-	6	-	-	-	-	92	3	9
		- - For a Tenement called Gwytrel, being No. 491 on the said Rental - - - -	-	6	4	-	-	-			

Appendix, N° 5.—An Account of all Fee-Farm and other Unimprovable Rents in *England* and *Wales*, &c.—*continued*.

DATES AND NUMBERS OF CONVEYANCES.	NAMES OF PURCHASERS.	RENTS SOLD.	£. s. d.	LAND-TAX ALLOWED. £. s. d.	PURCHASE MONEY. £. s. d.
1854:		DENBIGH—*continued*.			
		- - For a Tenement called Rhyd Evan, being No. 492 on the said Rental - - - -	– 3 2	- - -	
		- - For a Tenement called Kilglasin, being No. 493 on the said Rental - - - -	– 12 7	- - -	
		- - For a Tenement called Groesffordd, being No. 495 on the said Rental - - - -	– 2 2½	- - -	
		- - For a Tenement called Trallwyn for Erw Gôch, being No. 12 B. on the Rental of the Patent Rents for the County of Carnarvon - - - - -	– 7 4	- - -	
		- - For a Tenement called Bryn Poblia, being No. 13 B. on the said Rental - - - -	– 2 6	- - -	
October - 19 No. 144.	Robert Jones - -	- - For a Tenement called Ty-yn-yr-Efel, being No. 385 on the Rental for the Hundred of Isdulas - - - -	– – 2	- - -	12 15 –
		- - For a Tenement called Tan-yr-Allt, being No. 509 A. on the Rental for the Hundred of Uwchdulas - - - -	– 8 4	- - -	
		DERBY:			
July - - 31 No. 135.	The Mayor, Aldermen and Burgesses of the Borough of Derby -	- - For a Messuage which was John's, the Son of Peter, in the Town of Derby - - -	– 1 8	- - -	4 10 –
		- - For the Ground Rent of the Hospital of St. James's, in the said Town - - - - (Viscontiel Rent.)	– 1 4	- - -	
		DORSET:			
October - 19 No. 145.	Sir William Coles Medlycott, Bart. - -	- - For Milborne Port, being No. 26 on the Rental for the said County - - - -	1 – 7	- - -	30 17 6
November - 28 No. 152.	Henry Charles Sturt -	- - For Land in Dorchester, being No. 93 on the said Rental	– – 6	- - -	– 15 –
		ESSEX:			
April - 7 No. 125.	Edward Williams -	- - For a House in St. Martin's Parish, being No. 105 on the Rental of the Colchester Collection Rents - - -	– – 8	- - -	1 – –
December - 27 No. 155.	George Round and John William Egerton Green - - -	- - For a House in St. Peter's Parish, being No. 141 on the said Rental - - - -	– – 4	- - -	– 10 –
December 27 No. 156.	William Burgess -	- - For a House in St. Peter's Parish, being No. 131 A. on the said Rental - - - -	– 2 –	- - -	3 – –
December - 27 No. 159.	John Wrench - -	- - For a Tenement in St. Giles's Parish, being No. 8 on the said Rental - - - - -	– – 8	- - -	2 10 –
		- - For a Tenement in St. Giles's, being No. 9 on the said Rental	– 1 –	- - -	
December - 27 No. 161.	James Waterman -	- - For a Tenement in St. Giles's Parish, being No. 12 on the said Rental - - - -	– – 8	- - -	1 – –

(*continued*)

Appendix, N° 5.—An Account of all Fee-Farm and other Uninprovable Rents in *England* and *Wales*, &c.—*continued.*

DATES AND NUMBERS OF CONVEYANCES.	NAMES OF PURCHASERS.	RENTS SOLD.	£. s. d.	LAND-TAX ALLOWED. £. s. d.	PURCHASE MONEY. £. s. d.
1855:		GLOUCESTER:			
January - 13 No. 165.	John Capel Phillips -	- - For Land in Newland, being No. 780 on the Rental for the said County - -	– 2 2	- - -	3 5 –
		HEREFORD:			
March - 1 No. 143.	The Mayor, Aldermen and Citizens of the City and Borough of Hereford - -	- - For the Church Porch of St. Nicholas, Hereford, being No. 124 on the Rental for the said County - - - -	– 2 1	- - -	3 2 6
1854:		HERTFORD:			
November - 28 No. 150.	Joseph Waddington -	- - For a Tenement in St. Peter's Ward, being No. 80, on the Rental of the St. Alban's Collection Rents - - -	– – 6	- - -	– 15 –
November - 28 No. 153.	James Fitch - -	- - For a Tenement in Hallywell Ward, being No. 15 on the said Rental - - - -	– – 6	- - -	– 15 –
December - 27 No. 157.	John Turner Bacon, the Rev. Joseph Henry Barker and Charles Pritchett Bonsfield -	- - For a Tenement in the Middle Ward, called the Cock and Pye, being No. 68 on the said Rental - - - -	– 1 –	- - -	1 10 –
		LINCOLN:			
April - 7 No. 120.	Thomas Hill - -	- - For Chantry Lands at Sleaford, being No. 123 on the Rental for the said County -	– 6 –	- - -	9 – –
April - 7 No. 124.	Rosamond Whelpton -	- - For Rents of Farms in Middle Raisin, being No. 79 on the said Rental - - - -	– – 5	- - -	– 12 6
May - - 10 No. 130.	John Woodham Floyer	- - For Lands in Martin Thornton and Skeresby, being No. 90 on the said Rental - - -	– 9 4	- - -	14 – –
June - 15 No. 133.	Stephen Foster, Robert Lewis - - -	- - For Marsh Chapel Lands, being No. 175 A. on the said Rental - - - - -	– 6 8	- - -	10 – –
November 28 No. 151.	Joseph Walker - -	- - For Lands in South Ferriby, being No. 84 on the said Rental - - - - -	– 2 –	- - -	3 – –
		CITY OF LONDON:			
April - 7 No. 134.	Sir John Frederick William Herschel, Bart. -	- - For the Victualling Office, near the Tower, being No. 195 on the Rental for the City of London - - - -	– 9 4	- - -	14 – –
November 28 No. 146.	Edmund Hodgson -	- - For the King's Head Tavern, at the Corner of Chancery Lane, being No. 44 on the said Rental - - - - -	– 10 –	- - -	15 – –

Appendix, N° 5.—An Account of all Fee-Farm and other Unimprovable Rents in *England* and *Wales*, &c.—*continued*.

DATES AND NUMBERS OF CONVEYANCES.	NAMES OF PURCHASERS.	RENTS SOLD.	£. s. d.	LAND-TAX ALLOWED. £. s. d.	PURCHASE MONEY. £. s. d.
1854:		NORFOLK:			
April - 27 No. 126.	Anthony Hudson, John Stacey, the Hon. and Very Rev. George Pellew, the Rev. Stephen Oakley Attlay, John Barwell, Jacob Johnson, Edward Freestone, Benjamin Branford, George Seppings, John Norgate, Francis Greene Bradshaw, Henry Birkbeck, Sir William Foster, Bart., Samuel Shalders Beare, Donald Dalrymple, John Henry Gurney, Samuel Bignold, Charles Evans, Sir Robert John Harvey, Bart., and John Wright - - -	- - For Lands of the Master of the Hospital of St. Giles, in Norwich, in Cringleford, East Carlton and Hethersett -	- 17 -	- - -	27 15 -
		- - For Lands of the said Master of the Hospital of St. Giles in Trowse - - - - (Viscontiel Rents.)	- 1 6		
December - 27 No. 158.	William Schomberg Robert Kerr, Marquis of Lothian - -	- - For Blecking Town Lands, being No. 462 on the said Rental - - - - (Feodary Rent.)	- 3 6	- - -	9 1 11
		NORTHAMPTON:			
December - 27 No. 163.	John Hopkins - -	- - For a House and Land at Epwell, being No. 86 on the Rental for the said County -	- 4 -	- - -	6 - -
1855:		NOTTINGHAM:			
January - 30 No. 142.	Thomas Cook - -	- - For Land in Keyworth, being No. 71 on the Rental for the said County - - - -	- 2 -	- - -	3 - -
1854:					
November 28 No. 147.	John Charles Wylde -	- - For Land in Southwell and Upton, being No. 22 on the said Rental - - - -	1 12 -	- 6 -	39 - -
1855:					
January - 30 No. 166.	Sir Glynne Earle Welby, Bart. - - -	- - For Land in Wigsley, being No. 81 on the Rental for the said County - - - -	- - 8	- - -	1 - -
		OXFORD:			
March - 5 No. 167.	William Holloway -	- - For divers Messuages, Lands and Woods in Arncott, being No. 17 on the Rental for the said County - - - -	1 - -	- 4 -	24 - -
1854:		STAFFORD:			
April - 22 No. 129.	John Smith - -	- - For a Stable in Lichfield, being No. 10 on the Rental for the said County - - -	- 1 -	- - -	1 10 -
		SUFFOLK:			
		- - For Land in Barton, being No. 137 on the Rental for the said County - - -	- - 1½	- - -	
		- - For Land in Bury, called St. Nicholas Chapel, being No. 145 on the said Rental -	- 1 -	- - -	

Appendix, N° 5.—An Account of all Fee-Farm and other Unimprovable Rents in *England* and *Wales*, &c.—*continued.*

DATES AND NUMBERS OF CONVEYANCES.	NAMES OF PURCHASERS.	RENTS SOLD.	£.	s.	d.	LAND-TAX ALLOWED. £.	s.	d.	PURCHASE MONEY. £.	s.	d.
		SUFFOLK—*continued.*									
April - 6 No. 122.	Philip Bennet - -	- - For Land in Rougham, being No. 203 on the said Rental - - - - -	–	1	–	-	-	-	31	10	–
		- - For a Tenement and Lands at Rougham, being No. 206 on the said Rental - -	–	18	8	-	-	-			
		- - For Land in Thurston, being No. 226 on the said Rental	–	–	2½	-	-	-			
June - 3 No. 131.	The Rev. Sir Thomas Grey Cullum, Bart.	- - For Halsted Manor, being No. 450 on the said Rental - (Feodary Rent.)	–	3	–	-	-	-	11	13	9
December - 27 No. 141.	Joseph Tacon and Lionel Kerry - - -	- - For Lands in Wingfield, being No. 388 on the said Rental - - - - -	–	1	5	-	-	-	2	2	6
November - 28 No. 149.	William Hartcap -	- - For Chantry Lands at Bungay, being No. 428 on the said Rental - - - - -	–	6	–	-	-	-	9	–	–
December - 27 No. 160.	Samuel Last - -	- - For Lands at Ilketshall, St. Margaret, being No. 391 on the said Rental - -	–	–	4	-	-	-	–	10	–
December - 27 No. 164.	The Rev. John Brewster Wilkinson, the Rev. John Holmes Edgar Woolward and Jonathan Howlett - -	- - For Lands called Warplocks, in St. Michael's Parish, Southelmham, being No. 398 on the said Rental - -	–	1	3	-	-	-	7	17	6
		- - For Lands called Ricks, in St. Peter's, Southelmham, being No. 400 on the said Rental	–	4	–	-	-	-			
1855:											
February - 28 No. 173.	Thomas Murrells -	- - For Land in Rede, being 120 on the said Rental - -	–	1	–	-	-	-	1	10	–
1854:		WARWICK:									
August - 11 No. 140.	William Lucas Sutton -	- - For Lands in Wolscote, being No. 191 D. on the Rental for the said County - -	–	1	–	-	-	-	1	10	–
December - 27 No. 162.	William Peareth -	- - For Land in Stretton, being No. 212 on the said Rental -	–	5	–	-	-	-	7	10	–
1855:											
March - 12 Nos. 136–171.	Fisher Tomes - -	- - For Marston Longa Lands, &c., being No. 172 A. on the said Rental - - - -	–	2	8	-	-	-	4	–	–
1854:		YORK:									
October - 19 No. 138.	The Right Hon. Sir William Meredith Somerville, Bart., Henry Frederick Stephenson and John Benbow	- - For the Township of Scoresby, being No. 134[10] on the Rental for the said County -	28	6	8	5	13	4	680	–	–
November - 28 No. 154.	Samuel Coward - -	- - For Army Flatts and dangerous Oxgang in Peniston, being No. 131 on the said Rental - - - - - -	–	2	4	-	-	-	3	10	–

Appendix, N° 6.

A SCHEDULE of a FREE GRANT in Perpetuity between the 31st March 1854 and the 31st March 1855, of part of the Possessions of the Crown.

DATE OF GRANT.	GRANTEES.	PREMISES.
		MONMOUTH:
1853: December - 1	Her Majesty's Commissioners for Building New Churches, and their Successors - - -	- - The Crown's reversionary Interest (expectant on the determination of the Estate, limited to the Heirs Male for the time being, of Edward Neville) in all that Piece of uninclosed Land or Ground containing about 1,633 superficial square yards, being part of the Mountain Wastes of the Lordship of Abergavenny, situate at Nant-y-Glo, in the Parish of Aberystwith, in the County of Monmouth, and lying near to a Highway leading from the Iron Works at Nant-y-Glo to Brynmawr, to be held for the purposes of the Acts "for Building and promoting the Building of additional Churches in populous Parishes," and to be for ever devoted to Ecclesiastical Purposes.

Appendix, N° 7.

A SCHEDULE of PURCHASES made on behalf of Her Majesty, between the 31st day of March 1854 and the 31st day of March 1855.

DATE OF PURCHASE.	FROM WHOM PURCHASED.	PREMISES PURCHASED.	PURCHASE MONEY.
			£. s. d.
1854: April - 5	James Thomas Bedborough and Arthur Vansittart - - -	BERKS: - - A Close of Land called Catch Croft, containing about 2 A. 2 R., situate in the Parish of Clewer - -	1,500 - - (including 50*l.* for the enfranchisement.)
		ESSEX:	
„ - 13	William Prior Johnson William Prior Johnson	- - The Manor or Lordship of Gobions, otherwise Upper Havering, within the Liberty of Havering-Atte-Bower, with the Farm House, Buildings and Lands called Gobions Farm, containing in the whole 181 A. 1 R. 25 P., in the Parish of Hornchurch - - - - - -	8,400 - -
November - 4	The Principal Officers of Her Majesty's Ordnance	- - A Piece of Land, containing 2 R. 8 P., with the Buildings thereon, situate at the corner of White Hart Lane, in the Town of Harwich - - - - -	550 - -
		KENT:	
1855: February - 15	William Webb Hayward	- - A Piece of Meadow Land called Southend Meadow, containing 8 A. 2 R. 10 P., and situate at Eltham, and adjacent to the Crown Estate there - - - -	930 - -
		LINCOLN:	
March - 20	The Right Honourable the Earl Fortescue and Viscount Ebrington -	- - The Manors of Billingborough, Birthorpe, Stowe and Sempringham, with divers Farms and Estates, containing in the whole 3,143 A. 0 R. 25 P., situate in the Parishes or Townships of Billingborough Birthorpe, Stow-in-Threckingham, Sempringham and Pointon -	175,000 - -
		SUSSEX:	
1854: May - 10	William Stevens and others	- - The Copyhold tenure in a Piece of Land, containing 1 R. 10 P., with the five Cottages and other Buildings standing thereon, situate at Fulking, and holden of the Crown Manor of Perching - - - - -	400 - -

Appendix, N° 8.

SCHEDULE of EXCHANGES made of Part of the Estate of the Crown for Part of the Estate of Individuals.

DATE OF EXCHANGES.	PERSONS WITH WHOM EXCHANGES HAVE BEEN MADE.	CROWN PROPERTY.	PRIVATE PROPERTY.
		MIDDLESEX:	
1854: February - 23	The Trustees of Sir John Cass's Charity - -	- - Two Pieces of Land, containing together about 1 A. 3 R. 14 P., situate in the Parish of St. John, Hackney - - - - -	- - A Piece of Ground, containing about 1 A. 2 R. 24 P., situate in the Parish of St. John, Hackney.
		YORK:	
May - - 4	Robert Wise Richardson -	- - Three Pieces of Land, containing together 24 A. 1 R. 11 P., situate in the Township of Meux, in the Parish of Waughen -	- - Three Pieces of Land, with a Stable thereon, containing together 21 A. 1 R. 13 P., situate in the Township of Meux, in the Parish of Waughen.

Appendix, N° 9.

BILLINGBOROUGH ESTATES.

Mr. *Charles Gore* to the Lords of the Treasury.

My Lords, Office of Woods, &c., 10 August 1854.

BY the sale from time to time of various outlying detached and isolated portions of Crown property, and by the sale of fee-farm and other unimprovable rents of small encroachments, and parcels of the wastes of Crown Manors, as well as of portions of the foreshore of the sea, and of tidal rivers hitherto unproductive of any pecuniary benefit to the Crown, considerable sums have been realized and have been temporarily invested, pursuant to the 109th section of the 10th Geo. 4, chap. 50, in the purchase of Government Stocks, until an eligible opportunity could be found for their investment in land.

From these sources there have been accumulated the following sums in stock and cash, the whole of which are available for the purchase of a landed estate; viz.:

	£.	s.	d.
In 3 per Cent Consols - - - - - - -	77,063	12	4
In 3½ per Cent Annuities (Bank of Ireland) - -	41,176	–	10
	£. 118,239	13	2

which, at the present price of the funds, may be assumed to be worth—

	£.	s.	d.
About - - - - - - - - - - -	110,000	–	–
Added to which there is the following sum in cash - uninvested - - - - - - - - -	18,273	–	–
There is expected to be realized from sales in progress in England, about - - - - - - - -	17,000	–	–
From proposed sales of detached Crown estates in Ireland - - - - - - - - - -	27,000	–	–
And from similar sales in Scotland - - - - -	10,000	–	–
Making in all a sum of - - -	£. 182,273	–	– sterling.

Having regard to the state of the fund arising from these sales, my attention has for some time past been directed to the extreme importance, so far as the Hereditary Revenues are concerned, of finding desirable landed investment for the capital of the Land Revenue already accrued, and accruing as above mentioned, and in the course of my inquiries, I learned that Earl Fortescue was desirous of disposing of a very valuable estate in Lincolnshire, a county in itself peculiarly desirable for investment, and more especially so to the Crown, inasmuch as Her Majesty at present possesses estates in that county, yielding an annual rental of nearly 11,000 *l.* I therefore entered into communication with Lord

Lord Fortescue, and ascertained from him the particulars of the estate, which I found to consist of the Manors or reputed Manors or Lordships of Billingborough, Birthorpe, Stow and Sempringham, and 3,143 A. 0 R. 25 P. of valuable arable, meadow and pasture land, freehold and tithe free, situated in the parishes or hamlets of those names, and in the parish of Pointon, with farm-houses and buildings, and several houses and cottages in the villages of Billingborough and Pointon, and I also learned that the present rental of the estate is about 6,000 *l.* a year, and that the price which he required for the estate was 180,000 *l.*

Lord Fortescue also gave me to understand that he had recently been offered 170,000 *l.* for the estate by Lord Overstone, which offer he had declined, and that he had directed the property to be advertised for sale by public auction, in lots, in the month of September next.

I thereupon felt it to be my duty to lose no time in communicating verbally with Mr. Wilson, and I received his sanction to have a survey and valuation made of the estate by Mr. John Clutton, an able and practical surveyor, and Crown Receiver for the county.

Mr. Clutton has surveyed the estate, and made his report to me: I annex a copy of his report, which has been verified by his declaration, in the manner directed by the Act 5 & 6 Will. 4, c. 62, for the information of your Lordships, from which you will observe, that the estate is represented by him to be a remarkably fine one, in the best part of the county; that the land for the most part is of first-rate quality, and well farmed; that the larger tenants are a superior class of men; but that the buildings generally are inferior, and not conveniently placed.

He further states, that it will be necessary that the farms should be altered and re-arranged, and that by an outlay of about 5,000 *l.* in buildings, some very desirable occupations will be created. Mr. Clutton adds, that the estate will, in his opinion, be a first-rate investment at the price of 175,000 *l.*, and that by expending about 5,000 *l.* in repairs and additions to the buildings, the estate will realise a gross rental of 6,650 *l.*; and after deducting therefrom the average annual outgoings, and an allowance for the cost of superintendence, the annual receipts will afford a net return of nearly 3¾ per cent. upon the purchase-money, amounting to 175,000 *l.*, and the estimated expenditure of 5,000 *l.* in repairs.

The position of the estate is shown upon the accompanying Map, upon which it is coloured pink, and the present Crown Estates in the vicinity are coloured green. From this Map it will be observed, that the estate is contiguous to a small farm belonging to the Crown, called the Pointon Cow Pastures, and is situated within about 12 miles of the Deeping and the Whaplode and Moulton Estates.

I may add, that the lands lie well together, and that the estate is calculated, in my opinion, to form a valuable addition to the hereditary possessions of the Crown.

Having reference, therefore, to the advantages to be derived from the concentration of the Crown's Estates, as regards economy of management, I have agreed with Lord Fortescue, subject to the approval of your Lordships, to purchase the estate on behalf of the Crown for the sum of 175,000 *l.*

If your Lordships shall concur with me in opinion as to the expediency of this purchase, I have to request the issue of a warrant, authorizing me to purchase, on behalf of Her Majesty, from Hugh Fortescue Earl Fortescue, at or for the sum of 175,000 *l.*, all those the Manors or Lordships, or reputed Manors or Lordships of Billingborough, Birthorpe, Stow and Sempringham, and about 3,143 A. 0 R. 25 P. of land, freehold and tithe free, situated in the parishes or hamlets of Billingborough, Birthorpe, Stow-in-Threckingham, Sempringham and Pointon, together with the farm-houses and buildings and the houses and cottages in the villages of Billingborough and Pointon.

I am, &c.

The Right Honourable
the Lords Commissioners of Her Majesty's Treasury.

(signed) *Charles Gore.*

Mr. *John Clutton* to Mr. *Charles Gore.*

Sir, 8, Whitehall Place, 2 August 1854.

In obedience to your instructions, I have been over the estates of Lord Fortescue, in the parishes of Billingborough, Birthorpe, Sempringham, Pointon and Stow, in the county of Lincoln, more particularly described in the foregoing particular. The estate is a remarkably fine one, in the best part of the county. The land is for the most part of first-rate quality; the land is well farmed, and the larger tenants are a superior class of men.

The buildings are generally inferior, and are few in number, and not conveniently placed, and it would be necessary that the tenancies should be entirely altered and re-arranged. Some very desirable occupations may be thus created, and, with an outlay of about 5,000 *l.* in new buildings, I think the estate will prove to be a first-rate investment. A small Crown Farm adjoins the estate, which, so far as it goes, is an additional reason for the purchase.

I have, &c.

The Honourable Charles Gore.

(signed) *John Clutton.*

PARTICULARS of Estates, the Property of Earl *Fortescue*, situate in the County of *Lincoln*.

The estates comprise the Manors or Lordships, or reputed Manors or Lordships of Billingborough, Birthorpe, Stow and Sempringham, and 3,143 A. 0 R. 25 P. of very valuable land in arable, meadow and pasture; the whole freehold and tithe free, situate in the several parishes or hamlets of Billingborough, Birthorpe, Stow-in-Threckingham, Sempringham and Pointon, with farm-houses and farm-buildings, and several houses and cottages in the villages of Billingborough and Pointon.

The Lands are situated as follows:

	A.	R.	P.
In Stow - - - - - - - - -	128	2	25
„ Billingborough - - - - - - -	901	3	20
„ Birthorpe - - - - - - - -	497	1	32
„ Sempringham - - - - - - -	1,196	1	1
„ Pointon - - - - - - - -	418	3	27
Total Acres -	3,143	0	25

The Lords of the Treasury to Mr. *Charles Gore*.

After our hearty commendations,

Having considered your Report, dated the 10th August 1854, and approved thereof, these are to authorize you to purchase, on behalf of Her Majesty, from Hugh Fortescue Earl Fortescue, at or for the sum of 175,000 *l.*, all those the Manors or Lordships, or reputed Manors or Lordships of Billingborough, Birthorpe, Stow and Sempringham, and about 3,143 A. 0 R. 25 P. of land, freehold and tithe free, situated in the parishes or hamlets of Billingborough, Birthorpe, Stow-in-Threckingham, Sempringham and Pointon, in the county of Lincoln, together with the farm-houses and buildings, and the houses and cottages in the villages of Billingborough and Pointon.

For which this shall be your warrant.—Whitehall, Treasury Chambers, the 11th day of August 1854.

(signed) *C. Fortescue.*
W. E. Gladstone.

The Commissioner in charge of Her Majesty's Land Revenue.

Appendix, N° 10.

LORDSHIP OF YALE.

AGREEMENT with Sir *Watkin Williams Wynn*, Bart., for Sale of Lands and Rights of Sporting in Part of the Manor or Lordship of *Yale*, County *Denbigh*.

ARTICLES of AGREEMENT made and entered into this Twenty-seventh day of December, One thousand eight hundred and Fifty-four, between The Queen's Most Excellent Majesty of the first part; the Honourable *Charles Alexander Gore*, the Commissioner of Her Majesty's Woods, Forests and Land Revenues, to whom the Management and Direction of the Land Revenues of the Crown in Wales have been assigned, by an Order under the Hands of Two of the Commissioners of Her Majesty's Treasury, of the second part; and Sir *Watkins Williams Wynn*, of *Wynstay*, in the County of *Denbigh*, Baronet, of the third part.

Whereas the Queen's Most Excellent Majesty is seised in right of Her Crown of the Manor or Lordship of Yale, in the said county of Denbigh, which, with the Manor or Lordship of Bromfield, in the same county, together form the united Manor or Lordship of Bromfield and Yale: And whereas the said Sir Watkin Williams Wynn is steward of the said Manors or Lordships, or united Manor or Lordship, and is by his tenants or servants in possession of certain encroachments upon the wastes of the said Manor of Yale, in the parish of Lantisilio, containing altogether twenty-three acres and fourteen perches, or thereabouts, and of which encroachments Her Majesty is seised in right of Her Crown; and there are within the said parish of Lantisilio, in the said Manor or Lordship of Yale, extensive open waste lands belonging to Her Majesty, containing altogether Two thousand seven

seven hundred and seven acres, two roods and twenty-seven perches, or thereabouts, the particulars of which encroachments and waste lands are set forth in the Schedule to this Agreement: And whereas the said Sir Watkin Williams Wynn has proposed to the said Charles Alexander Gore to purchase the estate and interest of Her Majesty in the lands specified in the said Schedule hereunder written, and also the right of sporting over the same, to which application the said Charles Alexander Gore, as such Commissioner as aforesaid, hath acceded, upon the terms and subject to the reservations and conditions hereinafter contained:—Now, therefore, it is hereby agreed and declared, between the said Charles Alexander Gore, on behalf of the Queen's Majesty, Her heirs and successors, and the said Sir Watkin Williams Wynn, on behalf of himself, his heirs, executors and administrators, as follows; (that is to say),

1. The said Charles Alexander Gore agrees to sell to the said Sir Watkin Williams Wynn, who hereby agrees to purchase—

First,—All the estate and interest of Her Majesty in the lands specified in the Schedule to this Agreement, subject to the reservation hereinafter contained, for the sum of Two hundred and fifty pounds, which hath been already paid by the said Sir Watkin Williams Wynn to the cash account of the Commissioners of Her Majesty's Woods, Forests and Land Revenues, at the Bank of England: Provided nevertheless, that if the Crown can establish, within Three calendar months, its title, by prescription, custom or otherwise, to an allotment of one-third part of waste land within the said Manor or Lordship of Yale, or the united Manor or Lordship of Bromfield and Yale, upon an inclosure of such waste land being made, then and in such case the purchase-money to be paid for Her Majesty's interest in the said lands shall be One thousand one hundred and sixty-six pounds, thirteen shillings and four-pence, instead of the said sum of Two hundred and fifty pounds; and,

Secondly,—All the estate and interest of Her Majesty in the right or franchise of sporting, shooting and fowling upon and over the lands specified in the said Schedule for the sum of One thousand pounds, which sum hath likewise been already paid by the said Sir Watkin Williams Wynn to the cash account of the Commissioners of Her Majesty's Woods, Forests and Land Revenues at the Bank of England.

2. On payment of the expenses incurred and to be incurred as hereinafter mentioned, a conveyance or conveyances will be made to the said Sir Watkin Williams Wynn, or his nominee, of the premises agreed to be sold according to the ordinary form of conveyance in such cases now used at the Office of the Commissioners of Her Majesty's Woods, Forests and Land Revenues, excepting thereout such rights or interests as Her Majesty may possess in the minerals, with the right of entry for the purpose of working the same within or under the lands hereby agreed to be sold.

3. The Commissioners of Her Majesty's Woods, Forests and Land Revenues are to bear and pay all expenses which they may be put to in reference to this agreement, or consequent thereon, or incidental thereto, with the exception of the charges and expenses of the Crown surveyor, of and incident to the survey and valuation of the said premises, and also of the preparation and inrolment of the deed or deeds of conveyance, which excepted charges and expenses are to be borne and paid by the said Sir Watkin Williams Wynn, and except also as hereinafter mentioned in the fifth article: And the said Sir Watkin Williams Wynn shall also bear and pay all expenses which he may be put to in reference to this Agreement, or consequent thereon, or incidental thereto.

4. The quantities of the land specified in the said schedule to this Agreement are believed to be correctly stated, but no compensation shall be given or required in the event of there being more or less than in such schedule mentioned; and neither party shall be prejudiced by any misdescription as to the parish in which the lands forming the subject of this Agreement, or any of them, may be situate.

5. The boundaries of the lands comprised in the schedule to these presents shall be determined by John Jones, of Plas Issa, near Corwen, in the county of Merioneth, land surveyor, and Edward Tench, of Ruabon, in the county of Denbigh, surveyor, or, in case of their refusing, neglecting, or being prevented by disagreement, death or otherwise, from making such determination, then by the Inclosure Commissioners for the time being, or such person as they shall name in that behalf, and such boundaries shall be defined by a map or maps in duplicate, to be signed by the person or persons who shall have determined such boundaries; and one part of such map or maps shall be deposited with the Commissioners of Her Majesty's Woods, Forests and Land Revenues, and the other part thereof delivered to the said Sir Watkin Williams Wynn, and all charges and expenses incidental to the matters mentioned in this article shall be borne and paid by the said Sir Watkin Williams Wynn: And the said Charles Alexander Gore doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the office of Land Revenue Records and Inrolments, and the filing or making an entry of such deposit by the keeper of the said records and inrolments: In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

THE SCHEDULE above referred to.

No. on Map.	DESCRIPTION.	——	—	QUANTITY. A. R. P.
	Parish of Llantysilio.			
66	Upper part of the Township of Coedriwg -	Open Waste -	- -	553 0 0
	Lower part of - - ditto - - -	- ditto -	- -	252 3 16
67	Creigian Rhos - - ditto - - -	- ditto -	- -	92 0 0
68	Encroachment near Coedial - - -	- - -	1846	10 2 26
69	Upper part of the Township of Cymmo -	Open Waste -	- -	450 0 0
	Lower part of - - ditto - - -	- ditto -	- -	446 1 28
70	Encroachment near Pen Bedw - - -	- - -	1845	12 1 22
71	Upper part of the Township of Llandynnan -	Open Waste -	- -	496 2 0
	Lower part of - - ditto - - -	- ditto -	- -	412 2 29
72	Further part of - - ditto - - -	- ditto -	- -	4 0 34
73	Encroachment near Llandynnan - - -	- - -	1832	0 0 6
			£.	2,730 3 1

Charles A. Gore (L. S.)

Watkin (L. S.) *Williams Wynn.*

Signed, sealed and delivered by the within-named Charles Alexander Gore, in the presence of

J. F. Redgrave,

Office of Woods, &c., Whitehall-place.

Signed, sealed and delivered by the within-named Sir Watkin Williams Wynn, in the presence of

H. W. Williams Wynn,

Llanvordu, Oswestry.

Appendix, N° 11 (A.)

A SCHEDULE of the Rents put in Charge with the several Receivers of the Land Revenue in respect of Property acquired for Her Majesty by Purchase, Lease, Exchange, or otherwise, between 31st March 1854 and 31st March 1855.

Annual Rent. £. s. d.	When and from what Time put in Charge.	PROPERTY.	HOW ACQUIRED.	OBSERVATIONS.
		BERKS:		
8 – –	From 5 April 1854 -	Land in the Spital-road, Windsor - - - -	- - By Purchase of Mr. J. T. Bedborough - - -	*Vide* Appendix, No. 7. - - This rent is payable for a portion only of the land purchased.
		ESSEX:		
360 – –	From 25 March 1854	The Manor and Lordship of Gobions, with a Farm-house and 181 A. 1 R. 25 P. of Land near Romford - - - -	- - By Purchase of W. P. J. W. P. Johnson -	
12 – –	From 4 Nov. 1854 to 5 Jan. 1855 -	2 R. 8 P. of Land at the corner of White Hart-lane at Harwich -	- - By Purchase of the Board of Ordnance -	
20 – –	From 5 Jan. 1855 -			
		KENT:		
28 – –	From Christmas 1854	Southend Meadow, containing 8 A. 2 R. 10 P., adjoining the Eltham Estate of the Crown -	- - By Purchase of William Webb Hayward -	*Vide* Appendix, No. 7.
		LINCOLN:		
6,022 3 4	From 1 Dec. 1854 -	Various Parcels of Land in the Parishes or Hamlets of Billingborough, Birthorpe, Stow in Threckingham, Sempringham and Pointon, containing altogether 3,143 A. 0 R. 25 P. -	- - By Purchase of the Earl Fortescue and Viscount Ebrington - -	
		MIDDLESEX:		
30 – –	From 5 July 1854 -	Five Plots of Ground in Bonner's Fields, on the North-west side of the Approach Road, Bethnal Green, Victoria Park - - -	- - By Purchase under the Powers of the Acts 4 & 5 Vict. c. 27, and 5 Vict. c. 20 - - - -	
		SUSSEX:		
24 14 –	From 25 May 1854 -	5 Cottages at Fulking -	- - By Purchase of the Executors of the late J. Stevens - - -	*Vide* Appendix, No. 7.
		YORK:		
22 12 6	From 5 April 1854 -	An Allotment of Land, containing 48 A. 2 R. 20 P. on Acklam Wold -	- - Upon the Inclosure of Acklam Wold - -	
6 10 –	From 5 April 1854 -	The like, containing 4 A. 3 R., as Gardens for Labourers - - -	- - ditto.	
22 12 6	From 5 April 1854 -	The like, containing 48 A. 2 R. 6 P. - - -	- - ditto.	

Appendix, N° 11 (B.)

A SCHEDULE of the RENTS discharged from the RENTALS of the several RECEIVERS in respect of Property Sold, Exchanged, or otherwise disposed of, between 31st March 1854 and 31st March 1855.

Annual Rent. £. s. d.	When and from what Time discharged.	PROPERTY.	Whether Sold, Exchanged, or otherwise disposed of.	OBSERVATIONS.
		ISLE OF ALDERNEY:		
3 15 –	From 29 Sept. 1854 -	Land at Les Rochers, containing 10 A. 1 R. 12 P. - - -	- Sold - - - -	*Vide* Appendix, No. 3 (B.)
1 – –	From 29 Sept. 1854 -	Land at Rocque Tourgée, containing 4 A. 2 R. 32 P. - -		
		BUCKS:		
140 – –	From 5 January 1855 -	The St. John's Wood Estate, comprising 257 A. 2 R. 4 P., held on a Lease which expires 10th October 1869 - - - -	- Ditto - - - -	*Vide* Appendix, No. 3 (B.)
		DEVON:		
1 – – and a Royalty of 1 *d.* per ton on Stone raised	From 5 June 1854 -	A parcel of Foreshore at Up-Lyme, under Lease to Mr. G. N. Shore - - - - - - - - - - - -	- Ditto - - - -	*Vide* Appendix, No. 3 (B.)
5 – –	From 5 April 1854 - -	A parcel of Foreshore at Bideford, held on Lease by Mr. T. B. Chanter for 80 years, from 10th October 1853, at a rent of 5 *l.* - - - - - - - - - -	- Ditto - - - -	*Vide* Appendix, No. 3 (B.)
		ESSEX:		
27 17 –	From 5 April 1854 -	Sundry Parcels of Land, containing 4 A. 0 R. 23 P., part of the Harwich Estate, and held by various Tenants - - -	- Ditto - - - -	- - Agreed to be sold to the Eastern Union Railway Company, for the construction of their Line. The conveyance is not yet completed.
10 10 –	From 5 April 1854 -	Sundry Parcels of Land and other Premises, containing 1 R. 13 P., part of the Harwich Estate - - - - - -	- Ditto - - - -	- - Agreed to be sold to the Corporation of Harwich, for the purposes of the Harwich Improvement Act. The conveyance is not yet completed.
		KENT:		
12 10 –	From 10 October 1854 -	Six Acres of Land, part of the Maison Dieu Estate, in the Borough of Dover - - - - - - - - -	- Ditto - - - -	- - For the purposes of a Cemetery for the parish of St. James-the-Apostle.—*Vide* Appendix, No. 3 (B.)
		SUFFOLK:		
190 – –	From 10 October 1854 -	Chantry Farm at Brundish - - - - - - - -	- Ditto - - - -	*Vide* Appendix, No. 3 (B.)
140 – –	From 10 October 1854 -	St. Edmund's Farm at Brundish - - - - - - -	- Ditto - - - -	

A SCHEDULE of all Monies due to Her Majesty in respect of Rents in Charge with the several Receivers of the Land Revenue, under Leases, or Agreements for Leases, and which shall have been owing for a greater Period than a Year; showing the Term during which each Arrear shall have been accruing, and the Measures, if any, in progress for the Recovery of the same.

No. in Rental.	TENANT.	PREMISES.	Annual Rent.	Rents due to 10th October 1854, and Unpaid on 31st March 1855.		Measures, if any, in progress for the Recovery of the Arrear.	OBSERVATIONS.
				No. of Years.	Amount.		
		ANGLESEY:	£. s. d.		£. s. d.		
87	The Hon. William Owen Stanley - - -	Pipe and Fire Clay in Holyhead Mountain - - - - -	1 – –	3¼	3 5 –	- - - - - -	No workings.
		CARDIGAN:					
83	James Stride and others -	Lead, &c. in the Lordship of Perfedd	1 – –	2½	2 10 –	- - - - - -	- - No workings; the Mine has been abandoned.
		Minimum Royalty - -	80 – –	1½	120 – –		
84	S. Wilks and M. Francis -	Lead, &c. in the Lordship of Perfedd	1 – –	1½	1 10 –	- - - - - -	No minerals raised.
		Minimum Royalty - -	30 – –	1½	45 – –		
		CARNARVON:					
138	Robert Tart - - -	Mines on Pydew Mountain - -	1 – –	17	17 – –	- - - - - -	No workings; the Lessee is dead.
149	J. D. Barry and others -	Brynmawr, &c., Slate Quarry -	1 – –	7¼	7 10 –	- - - - - -	- - *Vide* Twenty-eighth Report. This arrear accrued due prior to the 15th January 1847, when the Crown resumed possession: the surviving Lessee is abroad. The Premises have since been relet.—*Vide* Appendix, No. 1, of the Thirty-second Report.
		Minimum Royalty - -	150 – –	- -	1,087 10 –		
153	Sir John Hilton - -	Mines and Minerals in the Parish of Llanfairfechan - - - -	1 – –	3	3 – –	- - - - - -	- - The Lessee is abroad: the Mine has been abandoned, and possession has been resumed on behalf of the Crown.
172	John Hayward and others	Moeltrefan Quarry - - -	1 – –	1	1 – –	- - Arrangements have been made for the payment of this amount.	
		Minimum Royalty - -	100 – –	- -	100 – –		
173	H. F. Richardson - -	The Brynyferam Slate Quarry -	1 – –	1½	1 10 –	- - - - - -	- - No workings; possession was resumed on behalf of the Crown on the 6th October 1854.
		Minimum Royalty - -	10 – –	- -	15 – –		

(*continued*)

Appendix, N° 11 (C.)—A SCHEDULE of all Monies due to Her Majesty in respect of Rents in Charge with the several Receivers of the Land Revenue, under Leases, &c.—*continued.*

No. in Rental.	TENANT.	PREMISES.	Annual Rent.	Rents due to 10th October 1854, and Unpaid on 31st March 1855.		Measures, if any, in progress for the Recovery of the Arrear.	OBSERVATIONS.
				No. of Years.	Amount.		
		CARNARVON—*continued.*	£. s. d.		£. s. d.		
175	Crane, Tookey and Pullen	The Brynmawr and Bwlchygroes Slate Quarries Minimum Royalty	1 – – 30 – –	1 – –	1 – – 30 – –	– – – – – –	No workings.
176	W. Lelean and B. Jones	Minerals at Ochor-cwm-llefrith on Moelhebog Mountain Minimum Royalty	1 – – 10 – –	1 – –	1 – – 10 – –	– – – – – –	No Minerals raised.
		DENBIGH:					
193	The Representatives of the late Lord Dinorben	Sea Beach, &c. from the Llandulas River to the Voryd	1 – –	2	2 – –		
194	R. Harrison and Watkin M. Jones	Mines, &c. in the Parishes of Llanfairtalhaiarn and Aber	1 – –	18	18 – –	– – – – – –	– – No workings: the Mines are entirely abandoned.
		DEVON:					
	Josiah Hugo Hitchins	Gold Mine at Cotley Wood, North Molton	1 – – and 1-12th of the Ore raised	1	1 – –		
	William M. Mansell	Gold Mine, called the Poltimore Mine, at North Molton	5 – – and 1-12th of the Ore raised	2	10 – –		
		DORSET:					
	Count De Hompesch	Mines of Bituminous Shale, Black Stone or Earth at Portland Minimum Royalty	1 – – 20 – –	6	126 – –	– – – – – –	– – No workings: the License is apparently abandoned, and the residence of the Licensee is not known.
		FLINT:					
106	George Roskell	Mines in Greenfield, &c.	1 – –	25	25 – –	– – – – – –	– – No workings: Mines long since abandoned.

		LEICESTER:											
	Sarah Ward - - -	Lands at Stanton-under-Barden -	2	14	1	1 year and 243 days to 10th June 1854	4	10	1	- - - - - -			This arrear is in respect of a small Lifehold Estate, containing 43 A. 1 R. 36 P. The arrear is for reserved Rent up to the day of the death of the last Life.
		MERIONETH:											
73 *a, b & c*	James Harvey - -	Cefn Cam Quarry, &c. - -	12	–	–	2	24	–	–	- - - - - -			No workings.
106	Ditto - - - -	Mines, &c., in the Parish of Llanelltyd - - - - - -	1	–	–	1	1	–	–	- - - - - -			These Mines have not been worked for some years, although the Rent has hitherto been paid. No. 106 is understood to be held by Mr. George Bruin, who has left England, and the Lessee of No. 107 is in Australia.
		Minimum Royalty - -	20	–	–	1	20	–	–				
107	Edward Baldwin - -	Mines, &c., in the Parish of Llanelltyd - - - - - -	1	–	–	1	1	–	–				
		Minimum Royalty - -	20	–	–	1	20	–	–				
109	James Harvey - -	Mines on Moelhafod Owen Mountain - - - - - -	1	–	–	6	6	–	–	- - - - - -			No Minerals raised.
		Minimum Royalty - -	10	–	–	6	60	–	–				
112	The Hon. F. Walpole and another.	Mines, &c., in the Parish of Llanelltyd - - - - - -	1	–	–	1	1	–	–	- - - - - -			The Lessees are abroad. No Minerals have been raised.
		Minimum Royalty - -	10	–	–	1	10	–	–				
113	Bailey Sherwood - -	Mines, &c., in the Parish of Llanfackreth - - - - - -	1	–	–	3	3	–	–	- - - - - -			No Minerals raised.
		Minimum Royalty - -	10	–	–	3	30	–	–				
119	James Meyrick - -	Bwlch-y-Slatters Quarry - -	1	–	–	4	4	–	–	- - - - - -			The sum of 100 *l.* has since been received on account of these arrears. No Slate has ever been manufactured.
		Minimum Royalty - -	80	–	–	4	320	–	–				
126	James Harvey - -	Mines, &c., in the Parish of Llanaber	1	–	–	1½	1	10	–	- - - - - -			No Minerals raised.
		Minimum Royalty - -	15	–	–	1½	22	10	–				
127	Ditto - - - -	Mines, &c., in the Parish of Llanaber	1	–	–	1½	1	10	–				
		Minimum Royalty - -	15	–	–	1½	22	10	–				
128	Bailey Sherwood and others	Mines, &c., in the Parish of Llanaber	2	–	–	1	2	–	–				
		Minimum Royalty - -	30	–	–	1	30	–	–				
129	Ditto - - - -	Mines, &c., in the Parish of Llanaber	2	–	–	1	2	–	–				
		Minimum Royalty - -	30	–	–	1	30	–	–				

(*continued*)

Appendix, N° 11 (C.)—A SCHEDULE of all Monies due to Her Majesty in respect of Rents in Charge with the several Receivers of the Land Revenue, under Leases, &c.—*continued.*

No. in Rental.	TENANT.	PREMISES.	Annual Rent.	Rents due to 10th October 1854, and Unpaid on 31st March 1855.		Measures, if any, in progress for the Recovery of the Arrear.	OBSERVATIONS.
				No. of Years.	Amount.		
		MERIONETH—*continued.*	£. s. d.		£. s. d.		
130	James Harvey and T. A. Readwin.	North Dolfrwnog Mine - -	1 – –	1	1 – –	- - - - - -	No Minerals raised.
		Minimum Royalty - -	30 – –	1	30 – –		
134	Ditto - - - -	North Dolfrwnog Gold Mine -	1 – –	1	1 – –	- - - - - -	No Minerals raised.
		Minimum Royalty - -	30 – –	1	30 – –		
135	Bailey, Sherwood and others	Vigra and Clogan Gold Mine -	1 – –	1	1 – –		
		Minimum Royalty - -	30 – –	1	30 – –		
136	Ditto - - - -	Vigra and Clogan Gold Mine -	1 – –	1	1 – –		
		Minimum Royalty - -	30 – –	1	30 – –		
137	Sir Augustus F. D. G. Webster and another.	Gold Mines in the Parish of Llanelltyd	1 – –	1	1 – –	- - - - - -	- - No workings. The Lessees are abroad.
		Minimum Royalty - -	30 – –	1	30 – –		
		MIDDLESEX:					
803	Sir Thomas Phillips *et al.*	No. 10, in the Stable-yard, near Westminster Abbey - - -	60 – –	¼ to 5 April 1853	75 – –	- - - - - -	- - The circumstances under which the collection of this Rent has been suspended were detailed in the Appendix, No. 10 (C.) to last year's Report. Arrangements have since been made for payment of the amount.
1027	Thomas Slater - -	A small House on the West side of the Entrance to the Avenue leading to Kensington Palace -	12 12 –	1	12 12 –	- - - - - -	The amount has since been received.
319	His Royal Highness Frederick Duke of York.	- - A capital Messuage near St. James's Palace - - - - -	- - -	To 10 Oct. 1825	2,168 1 10	- - Claim included in the Suit "Attorney-general *v.* Cox *et al.*" -	- - It is expected that this Suit will be shortly heard, and the Crown's claim for payment of these Sums out of the late Duke of York's Estate will be decided. It cannot yet be stated when the amount that may be payable under the Decree to be made will be paid; one of the questions to be argued on the hearing of the Cause being, whether the Crown is entitled to be paid the amount of the Rent in full, in preference to the other Creditors by specialty.
				2½ to Lady-day 1828	1,896 17 6		

Appendix, N° 11 (D.)—A SCHEDULE of all Monies Remitted on Her Majesty's Behalf in respect to any Rents in Charge with the several Receivers; specifying whether any previous Remission has taken place in respect to the same Rent; and the Circumstances and the Authority under which Remitted, between 31st March 1854 and 31st March 1855.

DESCRIPTION OF PROPERTY.	ANNUAL RENT.	MONIES REMITTED.	Whether any previous Remission.	Circumstances under which Remitted.	Authority for Remission.	OBSERVATIONS.
	£. s. d.	£. s. d.				
BERKS:						
No. 3, St. Alban's Street, Windsor	18 – –	13 10 –	None	Mrs. Wiggins, the Tenant, died in indigent circumstances. The property belonging to her was barely sufficient to pay the funeral expenses	The Lords Commissioners of the Treasury.	
ESSEX:						
Stapleford Hall Farm	230 – –	23 – –	£. 69	In consequence of applications made by the Lessee for a reduction of Rent, a new Valuation was made of the Farm, and this remission was advised by the Surveyor employed on behalf of the Crown. [*Vide* Thirty-first and Thirty-second Reports]	ditto	This remission is at the rate of 10 per cent. on the Rent, and is to be continued at the same rate until the expiration of the Lease, at Michaelmas 1856.
MIDDLESEX:						
No. 131, Fetter Lane	25 – –	37 10 –	None	These premises were required for the Site of the New Record Office, under the Act 1 Vict. c. 46, and the Rents were remitted as Compensation to the several Occupiers, for Losses and Expenses occasioned by Removal	ditto.	
No. 132 - - ditto	35 – –	43 15 –	Ditto			
No. 1, Rolls Buildings	20 – –	20 – –	None	Legal Proceedings were taken against the Tenant of these Premises, and a person who had become Security for him, in the amount of a year's Rent. The Surety having discharged his liability, Proceedings against the Tenant were stayed, upon his giving up possession of the premises, as there appeared to be no prospect of his finding means to pay the rest of the arrears	ditto	The Premises have since been re-let.
No. 3 - - ditto	20 – –	25 – –	Ditto			
NOTTINGHAM:						
The Hundred Acres Farm in Balderton Fen	66 6 4	66 6 4	None	In part Compensation to James Smith, the Tenant, for the Losses sustained by him from the recent Floods and loss of Crops on that Farm for two years in succession	ditto.	

(*continued*)

Appendix, N° 11 (D.)—A SCHEDULE of all Monies Remitted on Her Majesty's Behalf in respect to any Rents in Charge, &c.—*continued.*

DESCRIPTION OF PROPERTY.	ANNUAL RENT.	MONIES REMITTED.	Whether any previous Remission.	Circumstances under which Remitted.	Authority for Remission.	OBSERVATIONS.
	£. s. d.	£. s. d.				
SUSSEX:						
Perching Farm (Parcel of the Crown's Poynings Estate) -	400 – –	40 – –	- - £. 34 for the year 1848, 15 per cent. per annum from Michaelmas 1848 to Michaelmas 1850, and 10 per cent. to Michaelmas 1853 -	- - In consequence of applications made by the Lessees for reduction of Rent, a new Valuation was made of these Farms, and these remissions were made on the recommendation of the Surveyor employed on behalf of the Crown - -	- - The Lords Commissioners of the Treasury -	- - This remission is at the rate of 10 *l.* per cent. on the Rent, and is to be continued at the same rate until the expiration of the Lease, at Michaelmas 1856.
New House Farm (ditto) - -	425 – –	42 10 –	- - £. 36 for the year 1848, 15 per cent. per annum from Michaelmas 1848 to Michaelmas 1850, and 10 per cent. to Michaelmas 1853 -			

Appendix, N° 11 (D.)—*continued.*

FEE-FARM and other Unimprovable Rents.

A SCHEDULE of all Monies Remitted on Her Majesty's Behalf in respect to any Fee-Farm and other Unimprovable Rents in Charge with the several Receivers; specifying whether any previous Remission has taken place in respect to the same Rent; and the Circumstances and the Authority under which Remitted, between 31st March 1854 and 31st March 1855.

DESCRIPTION OF PROPERTY.	ANNUAL RENT.	MONIES REMITTED.	Whether any previous Remission.	Circumstances under which Remitted.	Authority for Remission.	OBSERVATIONS.
BUCKINGHAM:	£. s. d.	£. s. d.				
Two Tenements in St. Mary Street, High Wycombe, No. 464 on the Rental - - - - -	– 1 6	2 9 6	- - - -	- - The payment of 20 years' arrears, amounting to - - - £. 1 10 –		
One Tenement in High Wycombe, No. 465 - - - -	– 1 4	2 4 –	- - - -	- Ditto - - - ditto - 1 6 8		
CAMBRIDGE:						
Land in Oakington, No. 270 -	– 3 –	4 7 –	- - - -	- Ditto - - - ditto - 3 –		

DENBIGH:								
Lordship of Denbigh:								
Plasmeadow	– 4 –	10 4 –				4 – –		
Waentwysog	– 7 3	25 7 6				7 5 –		
Wenllan	– – 8	1 4 8	– – – –	Ditto – – – ditto –		– 13 4		
Tronfelan	– 5 –	15 5 –				5 – –		
ESSEX:								
A House and Land called Betts Farm, *alias* Hockley, No. 70	– 3 –	7 16 –	– – – –	– – The payment of 25 years' arrears, amounting to – – – 3 15 –			– – The arrears of these Rents originated in a great measure from the difficulty of identifying the Properties chargeable with the Rents, and in many cases it became necessary to search for, and endeavour to find, the ancient grants under which the Rents have been reserved. From the information thus procured, the properties have been identified; but it was inexpedient to charge the present possessors with the whole of the arrears. The remissions were made upon the condition of the punctual payment of the Rents for the future.	
A House in St. Giles' Parish, Colchester, No. 25	– 1 –	– 18 –				1 – –		
Spread Eagle in Angel Lane, St. Martin's, Colchester, No. 96	– 1 –	– 18 –				1 – –		
A House in St. Martin's Parish, Colchester, No. 97	– 1 4	1 4 –	– – – –	Ditto 20 years – ditto –		1 6 8	– – The Lords Commissioners of Her Majesty's Treasury –	
A House in St. Peter's Parish, Colchester, No. 130	– 1 –	– 18 –	– None – –			1 – –		
A House in St. Peter's Parish, Colchester, No. 136	– 3 –	2 14 –				3 – –		
GLOUCESTER:								
Land in Newland, No. 780	– 2 2	2 7 8	– – – –	Ditto 31 years – ditto –		3 7 2		
Land in Hatherly, No. 791 *b*	– 3 10	5 7 4				3 16 8		
Ditto – – No. 791 *h*	– – 7	– 16 4	– – – –	Ditto 20 years – ditto –		– 11 8		
Ditto – – No. 791 *k*	– – 6	– 13 –				– 10 –		
HERTFORD:								
A Tenement nigh the Cross in Middle Ward, St. Alban's, No. 56	– 2 8	3 14 8	– – – –	Ditto 21 years – ditto –		2 16 –		
A Tenement called the Cock and Pie, Middle Ward, St. Alban's, No. 68	– 1 –	– 15 –	– – – –	Ditto 23 years – ditto		1 3 –		
LINCOLN:								
Tithes of the Free Chapel in North Hickham	1 10 –	36 – –	– – – –	Ditto 17 years – ditto –		25 10 –		

Appendix, N° 11 (E.)—A SCHEDULE of all DEFALCATIONS which shall have taken place in respect of MONIES due and owing to Her Majesty, specifying the Circumstances under which such Defalcations shall have taken place; and the Means, if any, available; and the Measures, if any, taken for the Recovery of the Money, between 31st March 1854 and 31st March 1855.

NAME of DEFAULTER.	AMOUNT of DEFALCATION.	Circumstances under which the Defalcation took Place.	MEASURES TAKEN.	PROPERTY RECOVERED.
		DOVER:		
Richard Clarke Pauling -	One penny per ton for Stone raised; amount not ascertained, but it cannot exceed 5 *l.* - - -	- - A License was granted for six months, from 12th December 1853, to dig and carry away a quantity of Shingle, not exceeding 1,000 tons, from the Beach at Dover. The applications made by the Receiver for Accounts and Payments were returned as "Dead Letters" by the Post Office, the defaulter having left the place - - -	- - Inquiries have been made to discover the present Address of the Defaulter, but without success; and the Receiver is informed that there is no probability of any proceedings to recover the money being attended with success - - - - - - - -	—

NEW FOREST.

Appendix, N° 12.—SCHEDULE of the PARTICULARS of a LEASE granted of DECOY POND FARM, in the *New Forest*.

DATE of LEASE.	PREMISES GRANTED.	TO WHOM.	FOR WHAT TERM.	Estimated Annual Value.	RENT reserved in LEASE.	FINE paid for the same.	INSURANCE against FIRE.	OTHER CONSIDERATIONS FOR LEASE.	Anuual Value per last preceding Survey.	RENT reserved in last LEASE.	FINE paid for last LEASE.
				£. s. d.	£. s. d.		£. s. d.				
1855: Mar. 28	The Farm, with the Dwelling-house, Yards, Gardens, Barn, Stable, Cow-house, Outhouses, Outbuildings, and several Pieces or Parcels of Land thereto belonging, comprising in the whole 34 Acres, or thereabouts, known by the name of "Decoy Pond Farm," situate in Denny Walk, in the New Forest, in the County of Southampton	- - The Reverend Wm. Sanways Oke -	- - 21 years from 25th Mar. 1854	30 - -	30 - -	- -	500 - -	- - Interest at the rate of 5 *l.* per cent. per annum on all Sums from time to time during the term of the Lease, laid out and expended in under-draining the Lands comprised in the Lease - -	- - Held by the Lord Wardens of the New Forest, in right of their office. Came into the hands of the Crown in 1850, when the office of Lord Warden was abolished.		

NEW FOREST—*continued.*

Appendix, N° 13.

SCHEDULE of the PARTICULARS of Two Conveyances of Land, Part of the Open or Waste of the *New Forest*, in the County of *Southampton*, Sold under the Act 10 Geo. 4, cap. 50, and 14 & 15 Vict. cap. 42.

DATE of CONVEYANCE.	TO WHOM.	PREMISES SOLD.	PURCHASE MONEY.
1854:			£. s. d.
April - 25	William Martin Powell, Esq. -	- - The Crown's interest in a Piece or Parcel of Land (part of the Waste of the New Forest, in the County of Southampton), situate in the Parish of Lyndhurst, in the said county, containing, by estimation, Two Perches, or thereabouts (reserving all Mines or Minerals upon or under the said Piece or Parcel of Land) - - - - - - -	1 5 –
June - 23	Albert William Beetham - - -	- - The Crown's interest in—first, a Piece or Parcel of Land, (part of the Waste of the New Forest, in the County of Southampton), situate at Sandy Down, in the Parish of Boldre, in the said County, containing by estimation 39 Perches, or thereabouts; secondly, a Piece of Land, part of the said Waste of the New Forest, situate at Rope Hill, in the said Parish of Boldre, in the said County of Southampton, containing by estimation Four Perches or thereabouts (reserving all Mines or Minerals upon or under the said Two Pieces or Parcels of Land) - - - - - -	13 10 –

Appendix, N° 14.

SCHEDULE of a FREE GRANT by Her Majesty of a Piece of Land, Part of the Waste of the *New Forest*, as a Site for a School at *Burley*, pursuant to the Act 10 Geo. 4, cap. 50.

DATE of GRANT.	GRANTEE.	DESCRIPTION OF PREMISES.	QUANTITY.
1854:			A. R. P.
July - 27	Charles Richard, Lord Bishop of Winchester, and his Successors -	- - A Piece or Parcel of Land (part of the Waste or Open Lands of the New Forest), situate and being in the Ville of Bisterne Closes, otherwise Burley, in the said Forest, in the County of Southampton, in trust, to be for ever appropriated and used as and for a Site for a School for the Education of Children and Adults, or Children only of the Labouring, Manufacturing, and other Poorer Classes in the Ecclesiastical District of Burley Ville, within the said Forest - - - - - - - - - - - -	2 – 5

DEAN FOREST.

Appendix, N° 14 (A).

TREASURY LETTER, nominating Sir *James Campbell* to be DEPUTY SURVEYOR of *Dean* Forest and *Highmeadow* Woods.

Sir, Treasury Chambers, 25 August 1854.

I AM directed by the Lords Commissioners of Her Majesty's Treasury to transmit herewith, for your information, a copy of the Report of Messrs. Mathews, Menzies and Murton, on Dean Forest, and I am to acquaint you, that, after the satisfactory opinions conveyed in it, which are the result of personal and detailed examination by impartial and competent persons, regarding the system of management heretofore followed in this Forest, the time has come when Mr. Machen may be honourably relieved from the charge which he so long ably fulfilled, and which he resumed at the request of this Board on the removal of Mr. Brown from the office of Deputy Surveyor.

My Lords have with this view considered the question of the appointment of a successor to Mr. Machen; and, having regard to the Reports (which they have, by another minute, directed to be communicated to you) on the condition and management of other Royal Forests, they are of opinion that the appointment to the important office of Deputy Surveyor of Dean Forest cannot be better supplied than by the selection of one of those officers who have already shown their ability in the management of Royal Forests of smaller extent. They are pleased, on this ground, to select Sir James Campbell, at present Deputy Surveyor of Bere and Parkhurst Forests, for the vacant office in Dean Forest, as that officer has had ample experience of the management of plantations, and is yet still of an age to enable him to undertake more extended duties.

Before, however, directions are given for the preparation of Sir James Campbell's appointment, my Lords wish to obtain from you a report on the subject of the emoluments which have hitherto been assigned to the Deputy Surveyor of Dean Forest, with a view to enable them to consider and determine the best arrangements to be made in respect to the salary to be assigned to Sir James Campbell, and also (with reference to the correspondence which passed with Mr. Kennedy on the question of the assignment of the Speech house as a residence for the Deputy Surveyor) as to the most fitting arrangement which can be adopted for allotting to him a residence.

Their Lordships will, at the same time, take into their consideration the final settlement of the appointment of Deputy Gaveller of Dean Forest, which has remained since the letter of this Board to Mr. Kennedy, of the 28th May 1853, in a provisional state, and they request to be furnished with your opinion on this question.

I am at the same time to desire that you will communicate the Report of Messrs. Mathews, Murton and Menzies to Mr. Machen, and to state that my Lords will consider the claims of that gentleman, with the view to granting him a retired allowance.

I am, &c.

The Honourable Charles Gore. (signed) *James Wilson.*

Appendix, N° 15.

SCHEDULE of the Particulars of the LEASE of a Stone Quarry situate in the Forest of *Dean*, in the County of *Gloucester*, granted pursuant to the Acts 1 & 2 Vict. c. 43, and 14 & 15 Vict. c. 42.

DATE of LEASE.	NAME OF LESSEE.	DESCRIPTION OF PREMISES.	TERM GRANTED.	ANNUAL RENT.
				£. s. d.
1854: September - 1	Thomas Dorrington -	- All that Quarry, called the "Mill Quarry," situate on the West Side of the Mill near Cinderford Bridge, numbered 311, extending in width 20 yards, the same being part and parcel of the open Lands of Her Majesty's Forest of Dean, in the County of Gloucester - - - - - - -	- - 21 years, from 29 September 1842 -	1 - -

DEAN FOREST—*continued.*

Appendix, N° 16.

SCHEDULE of the Particulars of TWO LEASES of LAND, Part of the Waste of the Forest of *Dean*, in the County of *Gloucester*, granted under the Act 1 & 2 Vict. c. 43, for the better working of certain Gales.

DATE of LEASE.	NAMES OF LESSEES.	DESCRIPTION OF PREMISES.	TERM GRANTED.	ANNUAL RENT.
1854:				£. s. d.
December - 6	Alexander Angus Croll and Edward Kingsford, registered Owners of the Woodside Colliery - - -	- - Three small Pieces of Land, part of the Waste of the Forest of Dean, situate near to the Churchway Terminus of the South Wales Line of Railway, containing 1 A. 2 R.; for the better working of the Woodside Gale or Colliery - - - - - - - - -	- - 31 years, from 24 June 1854 - -	1 10 -
1855:				
March - 12	John Davis, registered Owner of the Woorgreen Colliery -	- - A small Piece of Land, part of the Waste of the Forest of Dean, situate at or near a place called Lightmoor, in the said Forest, containing 1 A. 2 R.; for the better working of the Woorgreens Gale or Colliery - - -	- - 31 years, from 24 June 1855 - -	1 10 -

Appendix, N° 17.

SCHEDULE of the Particulars of Three LICENSES to form Railroads or Tramroads through certain Inclosures, and over the Waste of the Forest of *Dean*, granted pursuant to the Act 1 & 2 Vict. c. 43.

DATE of LICENSES.	TO WHOM GRANTED.	DESCRIPTION.	ANNUAL RENT.
1854:			£. s. d.
May - 5	Wm. Crawshay, registered Owner of the Gale - -	- - License to make a Broad Gauge Railroad or Tramroad, for the purpose of carrying on the Works connected with the Lightmoor Gale or Colliery, from the Engine Pit of the said Colliery (through Lightmoor Inclosure and the open Waste of the Forest of Dean) to a point near the Weighing Machinery of the Cinderford Iron Company - - - - - - - - - - -	1 - - and 64 *l.* for damage done to Inclosures.
„ - 5	Messrs. Allaway, registered Owners of the Gales - -	- - License to make a Broad Gauge Railroad or Tramroad, for the purpose of carrying on the Works connected with The Belt, Injunction, and Wigpool Gales or Iron Mine Works, from the Westbury Brook Branch Tramway, through Harrow Hill, Loquier's, and Dean's Meend, Inclosures and the open Waste of the Forest, to the Site of a Pit on Dean's Meend, near Wigpool -	1 - - and 60 *l.* for damage done to Inclosures.
October - 28	Alexander Angus Croll and Edward Kingsford, Registered Owners of the Gale - -	- - License to make a Railroad or Tramroad, for the purpose of carrying on the Works of the Woodside Gale or Colliery, in extension of their present line of Railroad or Tramway, from that Line at the Fence of Ruardean Hill Inclosure, through the same Inclosure, and over the open Waste of the Forest of Dean, to a place near the Churchway Terminus of the South Wales Railway Company - - - - - - - - - - -	1 - - and 30 *l.* for damage done to Inclosures.

DEAN FOREST—*continued.*

Appendix, N° 18.

SCHEDULE of the PARTICULARS of FOUR LICENSES to form ROADS and TRAMROADS over the Waste of the Forest of *Dean*, granted under the Rules and Regulations attached to the Award of the *Dean* Forest Mining Commissioners, under the Act 1 & 2 Vict. c. 43.

DATE of LICENSE.	TO WHOM GRANTED.	DESCRIPTION.	FEE.
			£. s. d.
1854: July - 21	John James, registered Owner of the Gale -	- - License to make a Cart or Waggon-road for the purposes of the New China Level Gale or Iron Mine Work, across the open Waste of Her Majesty's Forest of Dean, from Oakwood Mill to the Turnpike Road leading from Bream to Parkend, paying the yearly Rent or Sum of 2 *s.* 6 *d.* on the 31st December in every year - - - - - -	—
1855: March - 6	George Morris Morse, registered Owner of the Gale - - - -	- - License to make a Road or Tramway from a Pit sunk on the Waste of Her Majesty's Forest of Dean, at a place called Churchhill, near to Parkend, until it joins the Severn and Wye Tramroad, at a place near Brookall Ditches Old Pits, for the purpose of carrying on the Works connected with the Standfast and Royal Engine Gale or Colliery, in the said Forest of Dean - - - - - - - - - -	2 2 -
„ - 6	John Davis, registered Owner of the Gale -	- - License to make a Road or Tramway from or near a Pit sunk on Crabtree Hill, called Woorgreen's Pit, to a Point near the Lightmoor Pit, for the purpose of carrying on the Works connected with the Woorgreens Gale or Colliery, in the said Forest of Dean - - - -	2 2 -
„ - 20	Edward Hedge and William Harris, registered Owners of the Gale -	- - License to make a Road or Tramway from a point near to a certain Pit called the Arthur and Edward Pit, situate at Lydbrook, proceeding in an Eastern or South-eastern direction, until it joins the Line of the Severn and Wye Tramway, to be used for the purpose of carrying on the Work or Works opened, or to be opened, by virtue of the Gale, called the Arthur and Edward Colliery - - - - -	2 2 -

Appendix, N° 19.

SCHEDULES of the PARTICULARS of THREE LICENSES to dig and get CLAY or SAND off and from Land Part of the Open Waste of the Forest of *Dean*, in the County of *Gloucester*, granted under the Provisions of the Act 1 & 2 Vict. c. 43.

DATE of LICENSE.	NAME OF PARTY.	DESCRIPTION.	TERM GRANTED.	ANNUAL RENT.
				£. s. d.
1854: May - 6	John Davis - -	- - License to dig and get Clay or Sand off and from a Piece or Parcel of Land situate at or near Dean's Meend, within the Forest of Dean, in the County of Gloucester, part of the open Waste Land of the said Forest, containing by admeasurement 18 acres or thereabouts - - - - - - -	- - 21 years from 25th March 1853	2 - - and a further Rent or Sum equal to 2 *d.* per ton on all Clay or Sand dug or gotten.
„ - „	Thomas Cooper, John James and Samuel Jenkins - -	- - License to dig and get Clay or Sand off and from a Piece or Parcel of Land situate at or near Plump Hill, within the Forest of Dean, in the County of Gloucester, part of the Open or Waste Land of the said Forest, containing by admeasurement 16 ½ acres, or thereabouts - - - - - - -	- - 21 years, from 25th March 1853	2 - - and a further Rent or Sum equal to 2 *d.* per ton on all Clay or Sand dug or gotten.
„ - „	John Roberts - -	- - License to dig and get Clay or Sand off and from a Piece or Parcel of Land situate at or near the Lower Lea Bailey, within the Forest of Dean, in the County of Gloucester, part of the Open or Waste Land of the said Forest, containing 2 acres, or thereabouts -	- - 21 years, from 25th March 1853	1 - - and a further Rent or Sum equal to 2 *d.* per ton on all Clay or Sand dug or gotten.

DEAN FOREST—*continued.*

Appendix, N° 20.

SCHEDULE of the Particulars of Six CONVEYANCES of the Crown's Interest in and over small Pieces of Land, part of the Waste of the Forest of *Dean*, unfitted for the Growth of Timber, and which are wholly or in part surrounded by, intermixed with, or contiguous to other Lands not the Property of the Crown, made pursuant to the Acts 10 Geo. 4, c. 50, and 14 & 15 Vict. c. 42.

DATE of CONVEYANCE.	NAME OF PARTY.	DESCRIPTION OF PREMISES.	PURCHASE MONEY.
			£. s. d.
1854: December - 23	George Benfield -	- - The Crown's Interest in and over a Piece or Parcel of Land (part of the Waste of the Forest of Dean, in the County of Gloucester), situate at Parkend, in the Township of West Dean, in the said Forest, containing by admeasurement 4 ½ Perches; excepting from the Grant all Mines and Minerals within, upon or under the same - - - - - -	1 10 -
1855: February - 14	John Davis - -	- - The Crown's Interest in and over a Piece or Parcel of Land (part of the Waste of the Forest of Dean, in the County of Gloucester), situate at or near Upper Bilson, in the Township of East Dean, in the said Forest, containing by admeasurement 28 Perches; excepting from the Grant all Mines and Minerals within, upon or under the same - - -	7 - -
„ - „	William Mountjoy -	- - The Crown's Interest in and over a Piece or Parcel of Land (part of the Waste of the Forest of Dean, in the County of Gloucester), situate at Cinderford Bridge, in the Township of East Dean, in the said Forest, containing by admeasurement 4 Perches; excepting from the Grant all Mines and Minerals within, upon or under the same - - - -	1 - -
„ - „	James King - -	- - The Crown's Interest in and over a Piece or Parcel of Land (part of the Waste Land of the Forest of Dean, in the County of Gloucester), situate at or near Cinderford Furnaces, in the Township of East Dean, in the said Forest, containing by admeasurement 1 R. 2 P.; excepting from the Grant all Mines and Minerals within, upon or under the same -	10 10 -
„ - „	Peter Constance -	- - The Crown's Interest in and over a Piece or Parcel of Land (part of the Waste Land of the Forest of Dean, in the County of Gloucester), situate at Upper Bilson, in the Township of East Dean, in the said Forest, containing by admeasurement 2 R. 31 P.; excepting from the Grant all Mines and Minerals within, upon or under the same - - - -	27 15 -
„ - „	Edwin Marcus Letcher	- - The Crown's Interest in and over a Piece or Parcel of Land (part of the Waste Land of the Forest of Dean, in the County of Gloucester), situate on Little Dean's Hill, in the Township of East Dean, in the said Forest, containing by admeasurement 14 Perches; excepting from the Grant all Mines and Minerals within, upon or under the same - -	8 10 -

DEAN FOREST—*continued.*

Appendix, N° 21.

SCHEDULE of the PARTICULARS of TWO CONVEYANCES in Exchange of LAND in the Forest of *Dean*, the Property of Private Individuals, for other Lands therein, the Property of the Crown.

DATE of DEED of EXCHANGE.	TO WHOM CONVEYED.	DESCRIPTION OF LAND GIVEN IN EXCHANGE.	QUANTITY. A. R. P.
1854: Sept. - - 18	The Queen's Most Excellent Majesty - -	- - A Piece or Parcel of Land, called "Bevan's Patch," situate, lying and being near Loquier's Inclosure, in the Township of East Dean, in the Forest of Dean, in the County of Gloucester, the Property of Messrs. Bennett, Bishop and Goold, in exchange for a Piece or Parcel of Land, part of the open Waste of the said Forest of Dean, situate at or near a Place called Bilson, in the said Township of East Dean, containing 1 A. 2 R. 30 P. - - - - - - - - -	1 2 30
1855: Mar. - - 22	The Queen's Most Excellent Majesty - -	- - A Piece or Parcel of Land, situate at or near Worrall Hill, in the Township of West Dean, in the Forest of Dean, in the County of Gloucester, the Property of William Hughes, in exchange for a Piece or Parcel of Land, part of the open Waste of the said Forest of Dean, situate at or near Parkend, in the said Township of West Dean, in the said Forest, containing 1 R. 39 P.	0 1 39

Appendix, N° 22.

SCHEDULE of the PARTICULARS of TWO CONVEYANCES in Exchange of LAND belonging to the Crown in the Forest of *Dean*, for other Land therein, the Property of Private Individuals.

DATE of DEED of EXCHANGE.	TO WHOM CONVEYED.	DESCRIPTION OF LAND GIVEN IN EXCHANGE.	QUANTITY. A. R. P.
1854: Sept. - - 18	Timothy Bennett, William Bishop and Aaron Goold - - -	- - A Piece or Parcel of Land (part of the open Waste of Her Majesty's Forest of Dean, in the County of Gloucester), situate and being at or near a Place called Bilson, in the Township of East Dean, in the said Forest (reserving all Mines, Minearls and Quarries), in exchange for a Piece or Parcel of Land called "Bevan's Patch," situate, lying and being near Loquier's Farm, on Harrow Hill, in Loquier's Inclosure, in the said Forest of Dean, containing about 1 A. 2 R. 30 P. - - - - - - - - -	1 2 30
1855: Mar. - - 22	William Hughes - -	- - A Piece or Parcel of Land, part of the open Waste of the Forest of Dean, in the County of Gloucester, and situate at or near Parkend, in the Township of West Dean, in the said Forest (reserving all Mines, Minerals and Quarries), in exchange for a Piece or Parcel of Land situate at or near Worrall Hill, in the said Township of West Dean, containing about 1 R. 39 P.	0 1 39

DEAN FOREST—*continued.*

Appendix, N° 23.

SCHEDULE of all GALES of COAL and IRON MINES in the Forest of *Dean* and Hundred of *St. Briavels*, granted in the Year ended 31st December 1854, under the Authority of the Act 1 & 2 Vict. c. 43.

NAME of PARTY.	DATE of GRANT.	PERIOD from which certain Rent commences.	DESCRIPTION of GALE.	CERTAIN RENT.	TONNAGE.	NAME of WORK.
				£. s. d.	*Per Ton.*	
William Wintle -	2 Jan. 1854	Christmas 1857	Iron Mine -	15 – –	3*d.* per ton	- - Cinderford Iron Mine.
William Kear -	2 Jan. „	„ „	„ - -	1 – –	- „ -	- - Clearwell Iron Mine.
Stephen Adams and Henry Jordan -	24 Jan. „	„ „	„ - -	1 – –	- „ -	- - Lambsquay Iron Mine.

MANOR OF STAUNTON.

Appendix, N° 24.

SCHEDULE of the PARTICULARS of Forty-three CONVEYANCES to certain Persons of the Interest of the Crown in several Pieces or Parcels of Land, situate in the Manor of *Staunton*, in the County of *Gloucester*, being Encroachments from the Wastes of the said Manor.

DATE of CONVEYANCE.	TO WHOM.	DESCRIPTION OF PREMISES.	PURCHASE MONEY.
1854:			£. s. d.
July - 4	Henry Gosling -	A Piece or Parcel of Land, with the Cottage or Tenement standing thereon, containing together 8 Perches, or thereabouts - - - - - - - - - - - -	– 17 6
„ - 24	Samuel Powell -	A Piece or Parcel of Land, with the Cottage or Tenement standing thereon, containing together 1 R. 8 P., or thereabouts - - - - - - - - - - - -	– 15 –
„ - „	Charlotte Mayo -	A Piece or Parcel of Land, with the Cottage or Tenement and Building standing thereon, containing together 34 Perches, or thereabouts - - - - - - - - - -	– 10 8
„ - „	John Barnatt - -	Two Pieces or Parcels of Land, containing together 30 Perches, or thereabouts - - - - - - - - -	– 9 4
„ - „	Benjamin Tippins -	A Piece or Parcel of Land, with the Cottage or Tenement standing thereon, containing together 12 Perches, or thereabouts - - - - - - - - - - - -	– 3 9
„ - „	Ann Lane - -	A Piece or Parcel of Land, with the Cottage or Tenement and Building standing thereon, containing together 2 R. 14 P., or thereabouts - - - - - - - - - -	1 9 5
„ - „	William Powell -	A Piece or Parcel of Land, with the Cottage or Tenement and Buildings standing thereon, containing together 7 Perches, or thereabouts - - - - - - - - - -	– 2 2
„ - „	Henry York - -	Two Pieces or Parcels of Land, with the Cottages or Tenements and Buildings standing thereon, containing together 17 Perches, or thereabouts - - - - - - - -	– 5 4
„ - „	William Thomas -	Two Pieces or Parcels of Land, with the Buildings standing thereon, containing together about 1 R. 35 P. - - - -	1 3 5

Appendix, N° 24.—Manor of Staunton.—Schedule of the Particulars of Forty-three Conveyances, &c.—*continued.*

DATE of CONVEYANCE.	TO WHOM.	DESCRIPTION OF PREMISES.	PURCHASE MONEY. £. s. d.
1854: July - 24	Josiah Edwards -	A Piece or Parcel of Land, with the Cottage or Tenement and Building standing thereon, containing together 25 Perches, or thereabouts - - - - - - -	– 7 10
„ - „	Henry Perkins -	Two Pieces or Parcels of Land, with the Cottage or Tenement and Buildings standing thereon, containing together 3 R. 23 P., or thereabouts - - - - - - -	2 4 8
„ - „	Thomas Jenkins -	Two Pieces or Parcels of Land, containing together 2 R. 12 P., or thereabouts - - - - - - - -	1 8 9
„ - „	Henry Rhodes -	A Piece or Parcel of Land, with the Cottage or Tenement and Buildings standing thereon, containing 1 R. 26 P., or thereabouts - - - - - - - - - -	1 – 7
„ - „	William Clapham -	Four Pieces or Parcels of Land, containing together 3 R. 31 P. or thereabouts - - - - - - - -	2 7 2
„ - „	John Reece - -	A Piece or Parcel of Land, with the Cottage or Tenement and Building standing thereon, containing 14 Perches, or thereabouts - - - - - - - - - -	– 4 4
„ - „	Thomas Birt Trotter	Three Pieces or Parcels of Land, with the Cottages or Tenements and Buildings standing thereon, containing 1 R. 35 P., or thereabouts - - - - - - - -	1 3 5
„ - „	Edward Dance -	Five Pieces or Parcels of Land, containing together 1A. 1R. 4P., or thereabouts - - - - - - -	3 3 9
„ - „	Edmond Morgan -	A Piece or Parcel of Land, containing 1 Perch, or thereabouts	– – 4
„ - „	Nathaniel Tippins -	Two Pieces or Parcels of Land, with the Cottage or Tenement standing thereon, containing together 1 R. 14 P., or thereabouts - - - - - - - - -	– 16 11
„ - „	William James -	A Piece or Parcel of Land, with the Cottage or Tenement and Buildings standing thereon, containing 2 R. 27 P., or thereabouts - - - - - - - - -	1 13 5
„ - „	Daniel Clark - -	A Piece or Parcel of Land, with the Cottage or Tenement and Buildings standing thereon, containing 1 R. 4 P., or thereabouts - - - - - - - - -	– 13 9
, - „	George Morgan -	A Piece or Parcel of Land, containing 2R. 14 P., or thereabouts - - - - - - - - - -	1 9 4
„ - „	Edward Coombs -	A Piece or Parcel of Land, with the Cottage or Tenement and Building standing thereon, containing 21 Perches, or thereabouts - - - - - - - - - -	– 6 7
„ - „	Edward Roberts -	Four Pieces or Parcels of Land, containing together 3R. 12 P., or thereabouts - - - - - - - -	2 1 3
„ - „	William Hawkins -	A Piece or Parcel of Land, containing about 27 Perches -	– 8 5
„ - „	Joseph Smedley -	A Piece or Parcel of Land, containing 3 R. 34 P., or thereabouts - - - - - - - - - -	2 8 1
„ - „	Esther Frowen -	A Piece or Parcel of Land, containing 2 R. 21 P., or thereabouts - - - - - - - - - -	1 11 7
„ - „	Stephen Jones -	A Piece or Parcel of Land, with the Cottage or Tenement standing thereon, containing 3 R. 1 P., or thereabouts -	1 17 10
„ - „	Richard Tippins -	A Piece or Parcel of Land, with the Cottage or Tenement standing thereon, containing 37 Perches, or thereabouts -	– 11 7
„ - „	Thomas Birt Trotter	Nine Pieces or Parcels of Land, containing together 3 R. 30 P., or thereabouts - - - - - - - -	2 6 11
„ - „	William Huntley -	A Piece or Parcel of Land, containing 34 Perches, or thereabouts - - - - - - - - - -	– 10 7
„ - „	Thomas Rhodes -	A Piece or Parcel of Land, with the Cottage or Tenement standing thereon, containing 1 R. 7 P., or thereabouts - -	– 14 8

Appendix, N° 24.—Manor of Staunton.—Schedule of the Particulars of Forty-three Conveyances, &c.—*continued.*

DATE of CONVEYANCE.	TO WHOM.	DESCRIPTION OF PREMISES.	PURCHASE MONEY.
			£. s. d.
1854: July - 24	William Roberts -	Two Pieces or Parcels of Land, with the Cottage or Tenement and Buildings thereon, containing 1 A. 1 R. 15 P., or thereabouts - - - - - - - - - - - -	3 7 2
„ - „	James Roberts -	A Piece or Parcel of Land, containing 1 R. 17 P., or thereabouts	- 17 10
„ - „	The Rev. Charles Grove	A Piece or Parcel of Land, with Building thereon, containing 7 Perches, or thereabouts - - - - - - -	- 2 2
„ - „	Thomas Nicholson -	Four Pieces or Parcels of Land, containing together 2A. 0R. 28P., or thereabouts - - - - - - -	5 8 9
„ - „	James Baynham -	A Piece or Parcel of Land, with a Cottage or Tenement and Building standing thereon, containing about 2 R. 18 P. -	1 10 8
„ - „	Charles Critchley -	Two Pieces or Parcels of Land, with a Cottage or Tenement and Buildings standing thereon, containing together about 1 R. 22 P. - - - - - - - - - - - -	- 19 5
„ - „	Charles George -	Five Pieces or Parcels of Land, with a Cottage or Tenement and Buildings standing thereon, containing together 1 A. 0 R. 1 P., or thereabouts - - - - - - -	2 10 4
„ - „	James Thomas -	A Piece or Parcel of Land, with the Cottage or Tenement standing thereon, containing 12 Perches, or thereabouts -	- 3 9
„ - „	Henry Pridhay -	A Piece or Parcel of Land, with the Cottage or Tenement and Building standing thereon, containing about 8 Perches -	- 2 6
„ - „	George Morgan -	A Piece or Parcel of Land, with the Cottage or Tenement and Buildings standing thereon, containing 1 R. 33 P., or thereabouts - - - - - - - - - - - -	1 2 10
„ - „	William Dobbs -	A Piece or Parcel of Land, with the Cottage or Tenement and Buildings standing thereon, containing 2 R. 4 P., or thereabouts - - - - - - - - - - - -	1 6 3

Appendix, N° 25.

SCHEDULE of the PARTICULARS of a Conveyance of a Chief or Quit-rent due and payable to Her Majesty, as Lady of the Manor of *Staunton*, in the County of *Gloucester*, and issuing out of a Cottage or Tenement and Premises, Garden and Land, situate and being in the Parish and Manor of *Staunton*, in the said County.

DATE of CONTRACT.	NAME OF PURCHASER.	DESCRIPTION OF PROPERTY.	CHIEF or QUIT-RENT.	Consideration Money.
			£. s. d.	£. s. d.
1854: July - - 4	Henry Gosling - - -	- - All that Chief or Quit-rent of 2 s., issuing out of a Cottage or Tenement and Premises, Garden and Land, situate and being in the Parish and Manor of Staunton, in the County of Gloucester - - - - - - -	- 2 -	3 - -

BERE AND PARKHURST FORESTS.

Appendix, N° 25 (A.)

COPY TREASURY MINUTE, nominating Mr. *Higinbothom* to be Deputy Surveyor of *Bere* and *Parkhurst* Forests.

26 August 1854.

THE Chancellor of the Exchequer calls the attention of the Board to the vacancy which will arise in the Deputy Surveyorship of Bere and Parkhurst Forests on the promotion of Sir James Campbell to Dean Forest, and acquaints their Lordships, that, on communication with the Commissioner in charge of the Royal Forests, it has appeared that, adverting to the advanced period of the plantations in these two Forests, as well as in those of Alice Holt, the constant personal superintendence required when they were first inclosed and planted is no longer necessary; and that the whole of them, together with Woolmer Forest, may, from their limited extent and contiguity, be placed under the superintendence of one efficient officer, by which course a reduction may be made in the present charge for management.

Mr. Gladstone further informs their Lordships, that Lord Aberdeen is prepared to confer the appointment of Deputy Surveyor over the four Forests on Mr. Higinbothom, the present Deputy Surveyor of Alice Holt and Woolmer Forests, who, from the ability which he has shown in his present situation, has proved himself well fitted for the more extended charge.

He suggests that, after communication with the Commissioner in charge of the Royal Forests, the Board should assign to Mr. Higinbothom such emoluments, including allowances on account of travelling and other expenses when absent on duty from his place of residence, as will afford him adequate remuneration for his additional duties; and that their Lordships should ascertain from Mr. Gore whether, on the removal of Sir James Campbell to Dean Forest, the house now occupied by him in Bere Forest may not be advantageously let on lease.

My Lords concur in the suggestions of the Chancellor of the Exchequer.

WALTHAM FOREST.

Appendix, N° 26.

SCHEDULE of the Particulars of a CONVEYANCE of the Forestal Rights of the Crown in and over a Piece of Woodland, called *Knighton* Wood, Part of the Forest of *Waltham*, in the County of *Essex*, under the Act 10 Geo. IV., c. 50.

DATE of CONVEYANCE.	TO WHOM.	PREMISES SOLD.	PURCHASE MONEY.
			£. s. d.
1854: April - - 20	Richard Hallet - -	The Forestal Rights of the Crown in and over a Piece or Parcel of Woodland, commonly called or known as Knighton Wood, part of Her Majesty's Forest of Waltham, in the County of Essex, and situate in Woodford Walk, in the said Forest, containing, by admeasurement, 49 A. 3 R. 25 P. - - - - -	100 - -

WALTHAM FOREST—*continued.*

Appendix, N° 27.

SCHEDULE of the PARTICULARS of a CONVEYANCE to the Eastern Counties Railway Company of the Crown's Forestal Rights in and over certain Lands situate in the Parishes of *St. Mary's Leyton* and *Wanstead*, in the County of *Essex*, pursuant to the Acts 10 Geo. IV., c. 50, 14 & 15 Vict. c. 42, and 16 & 17 Vict. c. 87, for the purposes of the *Woodford* and *Loughton* Branch of the said Railway.

DATE OF CONVEYANCE.	TO WHOM.	PREMISES SOLD.	PURCHASE MONEY.
			£. s. d.
1854: June - 26	The Eastern Counties Railway Company	The Crown's Right and Interest in Three several Strips, Pieces or Parcels of Land, situate in the Parish of St. Mary's Leyton, in the County of Essex, containing together 2 A. 3 R. 32 P., or thereabouts; and also in Seven several Strips, Pieces or Parcels of Land and Hereditaments, situate in the Parish of Wanstead, in the said County of Essex, containing 6 A. 3 R. 5 P., or thereabouts, and making in the whole 9 A. 2 R. 37 P., or therabouts	123 - -

Appendix, N° 28 (A.)

Mr. *Charles Gore*'s REPORT to the Treasury, recommending Sale of the Crown Feu Duties in *Orkney*, reporting Particulars, and suggesting Course he would recommend for bringing them to Sale.

My Lords, Office of Woods, &c., 31 October 1854.

BY Mr. Wilson's letter of the 26th March 1853, your Lordships' authority was notified for bringing to sale by public auction the landed properties of the Crown in the parishes of Kirkwall and St. Ola, Sandwick, Stromness, Walls and Orphir, in Orkney, founded on the recommendation made in Mr. Kennedy's Report of the 1st January preceding. In that Report Mr. Kennedy adverted to the subject of the feu duties payable to the Crown in Orkney, in connection with the proposed sale of the landed properties of the Crown, in the following terms:

"With respect to the feu duties, which, being almost wholly received in victual, and consequently converted into money on the fiar prices of every year, when not actually paid in kind to the chamberlain, and afterwards sold for the best prices that can be obtained, I am not prepared at this moment to submit to your Lordships any principle of sale. I entertain no doubt that they should eventually be disposed of by sale, but the present is obviously not the time for such a step, as remarked by Mr. Caird, in his observations on this branch of the Crown's revenue in Orkney. The annual amount of these duties, taken *communibus annis*, at the yearly fiars, may be stated at about 600 *l.* per annum."

The observations referred to as having been made by Mr. Caird, as regards these duties, are contained in his General Report on the Crown Properties in Orkney, a copy of which was submitted to your Lordships, with Mr. Kennedy's said Report of 26th March 1853, and are as follows:

"If it is determined that the Orkney estates are to be sold, I presume the duties will also be sold. They are payable in Scots money, butter, malt, meal, bere, flesh, oil, and poultry, calculated at the fiar prices of the year of each article on which a fiars is struck. About a fifth part is paid in bere, in lieu of malt and oatmeal. These are received into a storehouse by the chamberlain, and sold at the best prices he can realize. It is to be observed, that these duties vary in value with the rate of prices, and regard must be had to this in offering them for sale. In 1845, for instance, the duties, deducting those of Shapinshay, since sold as fixed by the fiars of that year, were - - - - - - £. 654 8 4

In 1850, owing to the change of prices, they were only - - 548 8 7

Being a difference of - - - £. 105 19 9

The present is therefore obviously not a good time to bring them into the market, as the late depression of prices will probably be found to have marked, not the average, but the minimum, at a valuation founded on which, I submit the Crown ought not to part with those

duties. It would be proper to give the parties who pay these duties the option of purchasing them in the event of a sale being resolved on. They are locally called Scatt, and are considered a great grievance in Orkney, not more from their amount, than from their variable character. This renders their collection a matter of difficulty, from the intricate calculations necessary to ascertain their amount. If not sold, I would strongly recommend that they should be commuted into a fixed annual payment, which would simplify the work of the Chamberlain, and facilitate and render less vexatious his transaction with the vassals. An arrangement of this kind, beneficial to all parties, could probably be effected without much difficulty."

Since the period when the duties of management of the Land Revenues of the Crown in Scotland were assigned to me by your Lordships, this subject has occupied my attention, with the view of arriving at some principle on which I could recommend to your Lordships the sale of this branch of the Crown's revenue, which, from the peculiar circumstances connected with it, I am inclined to consider should be dealt with as a distinct subject, and unconnected with the other feu duties payable to the Crown in Scotland.

The whole revenues of the Crown in Orkney, arising from the rents of Land, and the feu duties payable by Crown vassals, have always been in charge with and collected by a resident officer of the Crown, under the name of a Chamberlain; under which course alone could the collection of this revenue be efficiently carried on.

The Crown properties in Orkney, at the period of the transfer of their management to the Commissioners of Woods (1834), comprised the rents and duties following, in the several parishes undermentioned:

PARISHES.	RENTS of LAND.			FEU DUTIES.			TOTAL.		
	£.	s.	d.	£.	s.	d.	£.	s.	d.
Holm	57	14	–	151	19	$6\frac{1}{12}$	209	13	$6\frac{1}{12}$
Hoy and Grœmsay	–	–	–	84	3	$2\frac{1}{2}$	84	3	$2\frac{1}{2}$
Orphir	–	11	$-\frac{6}{12}$	108	18	2	109	9	$2\frac{1}{2}$
St. Ola	97	1	7	62	19	$4\frac{5}{12}$	160	–	$11\frac{5}{12}$
Sandwick	96	17	$9\frac{4}{12}$	157	13	$7\frac{4}{12}$	254	11	$4\frac{8}{12}$
Shapinshay	117	11	$5\frac{8}{12}$	77	2	$5\frac{5}{12}$	194	13	$10\frac{1}{2}$
Stromness	54	5	–	110	4	$5\frac{6}{12}$	164	9	$5\frac{6}{12}$
Walls	130	19	11	58	1	$2\frac{4}{12}$	189	1	$1\frac{4}{12}$
Flotta	–	–	–	5	11	$1\frac{4}{12}$	5	11	$1\frac{4}{12}$
Clumly	–	–	–	6	3	$9\frac{9}{12}$	6	3	$9\frac{9}{12}$
TOTAL £.	555	–	$9\frac{6}{12}$	822	16	$10\frac{5}{12}$	1,377	17	$7\frac{8}{12}$

Since that date there have been sold the landed property of the Crown in the parishes of Shapinshay (1846), Holm (1848), Sandwick and Stromness (1853), and a portion of the lands in the parish of St. Ola, in the present year. The feu duties payable to the Crown in the parish of Shapinshay were, at the period of the sale of the landed property of the Crown in that parish, also sold with the land to the purchaser. The Crown's Orkney properties, consequently, now consists of the remaining unsold landed property in St. Ola parish and the lands in Walls parish, both of which it is proposed to bring to sale in the course of next year, the present rental derived from which amounts to 285 *l.* 15*s.*; viz. for the unsold lands in St. Ola 125 *l.* 2 *s.*, and for the lands in Walls 160 *l.* 13 *s.* There are also payable to the Crown the feu duties within the parishes of Holm, Stromness, Sandwick, Walls, Orphir, St. Ola, Hoy and Grœmsay, and Flotta, amounting, taking an average of the fiar prices, to about 600 *l.* per annum. After next year, therefore, it is probable the feu duties will constitute the sole revenue derived by the Crown from Orkney. In an ordinary case the collection of these duties might be transferred to some other receiver acting for the Crown in Scotland. But I feel satisfied that such a course would not in the present instance be for the interest of the Crown. The remote locality, the peculiar nature of the duties themselves, the local knowledge required for their conversion, and for settling disputed questions of weight and measurement on the spot, and the practice that prevails to a great extent of paying the Crown duties in kind, appear to me to involve the necessity, if these duties are retained by the Crown, of their collection being conducted by a resident officer on the part of the Crown. If such were the case, I am of opinion that the services of a properly qualified person could not be secured except at a rate of remuneration wholly disproportionate to the amount of revenue to be collected. The ordinary rate of allowance to a Crown receiver of 5 per cent. would not, in the present instance, in my opinion, be an adequate remuneration for the duties to be performed. The whole circumstances of the case have led me to consider that a sale of these duties on fair terms would be the most expedient course for the interests of the Crown; and I have recently been in communication with the Solicitor for Scotland, who, under my instructions when in Orkney in August last, endeavoured to ascertain the general feeling of the parties liable in payment of these duties to the Crown, as regarded their purchase, and the rates at which they might, if the pre-emption were offered to them, be disposed to buy; and also whether any dissatisfaction would be likely to arise if, on such offer of pre-emption being

being refused by the vassals, the duties were exposed for sale by public auction, in convenient lots.

As the result of his inquiries on these points while in Orkney, I am informed that it is not probable, from the unpopular nature of the collection, and the disputes which have arisen in the course of bygone collections, individuals would be disposed to purchase these duties as investments, though otherwise eligible; but that a notification of an intention to sell the duties to the public, if not purchased by the vassals, might stimulate the vassals to acquire them for themselves.

With respect to the rate of purchase at which these duties should be sold, if their disposal in that mode should be decided on, three points have suggested themselves to me for inquiry:

1st. The number of years at which the selling price should be fixed;

2d. Whether, whatever number of years should be fixed, the conveyances should be granted to the purchasers free of all charge beyond the actual computed amount of the purchase-money; and,

3d. What number of years should be adopted as the average on which the purchase-money should be calculated.

On these points I have received sufficient information to enable me to submit to your Lordships my views as to the course I would recommend, in the event of your Lordships adopting the principle I have submitted, of its being for the interests of the Crown that these duties should be sold.

Your Lordships are aware that fee-farm or unimprovable rents in England and Wales are sold at one uniform rate of 30 years' purchase, without any charge to the purchaser for the costs of the conveyance, and in Ireland that rents of this nature, under 20 *s.* per annum, are sold at 30 years' purchase, and rents exceeding that annual amount at 28 years' purchase, in both cases without any charge for the costs of conveyance; but all these rates consist of fixed money payments arising under grants from the Crown, and there is no analogy between them and the feu duties payable to the Crown in Orkney. The tenure under which the Orkney feu duties are paid is wholly different; the actual payments and the mode of payment differ in every respect from the fee-farm rents of England and Wales, and the quit-rents of Ireland; and I feel satisfied that the principle of sale adopted in those countries cannot be applied to the Crown's feu duties in Orkney.

I subjoin an Abstract of the several articles of victual, &c. in which these duties are paid, and a Tabular Statement of the number of persons liable in payment, showing the number of vassals who pay feu duties within the respective annual amounts therein specified.

ABSTRACT of Victual and Money Charges forming the Crown's Revenue of Feu Duties, *Orkney*.

Description of Victual.	Quantity.	Quantity.	No.	Money, Scots.	Value of Conversion of Scots Money into Sterling, and Victual, at Fiars of 1851.
	Bls. Lisps. Mks.	*Meills. Setts. Mks.*		£. *s.* *d.*	£. *s.* *d.*
Butter -	$22\frac{5}{12}$ 83 12				
Malt - -	- - -	745 2 $5\frac{11}{12}$			
Meal - -	- - -	108 4 $9\frac{0}{12}$			
Bere - -	- - -	94 4 $5\frac{0}{3}$			
Flesh - -	- - -	277 4 19 $\frac{1}{2}$			
Oil - -	- 50 $14\frac{11}{12}$				
Poultry -	- - -	- - -	$291\frac{7}{12}$		
Money -	- - -	- - -	- -	1,852 10 $-\frac{1}{2}$	
					705 18 $3\frac{0}{12}$
Deduct Teind or Stipend allowed to the Vassals - - -					140 4 $2\frac{0}{12}$
Converted Charge - - - £.					565 14 $1\frac{1}{12}$

This charge, which varies in actual amount every year, according to the fiar prices of the different articles of produce in which it is paid, is divided among 99 vassals, owning properties subject to these payments: the different classes of the respective duties are as follows:

Under 5 *s.* - - - -	35	Under 10 *l.* - - - -	6
„ 10 *s.* - - - -	23	„ 20 *l.* - - - -	2
„ 1 *l.* - - - -	25	„ 50 *l.* - - - -	3
„ 2 *l.* - - - -	13		
„ 5 *l.* - - - -	12	Total - - -	99

After attentive consideration of the subject in all its bearings, in connexion with the opinions which have been laid before me, I am prepared to recommend to your Lordships that these feu duties of the Crown should be, in the first instance, offered to the several vassals liable in payment thereof, in consideration of 20 years' amount of the net annual amount, to be calculated on an average of the charges for the seven years immediately preceding the sale, the amount thus ascertained to be the consideration payable to the Crown for the purchase and extinction of the charge, exclusive of the costs of the preparation and registration of the instruments of conveyance, which I am informed may amount on an average in each case to about 2 *l.* 15 *s.*, where the purchase-money amounts to 100 *l.*, and an increased charge of 10 *s.* 6 *d.* for every further 100 *l.* of purchase-money. That an offer founded on this principle should be made through the interim chamberlain to each of the vassals, limiting the period of acceptance or refusal of the offer of pre-emption to a day to be fixed, say 1st April next, accompanied with an intimation, that after the expiration of that period without acceptance it is proposed to offer the duties for sale by public auction, in convenient lots.

I am inclined, in the case of these duties, to recommend that the purchasers should defray the costs of the conveyances from the very large proportion of small duties on the rental, which, in many instances, if the purchasers were to obtain conveyances free of all charge, would entail on the Crown an expense exceeding the consideration for the purchase of the duty, as in the case of a duty of 2 *s.* 6 *d.* per annum, the consideration for which, would be 2 *l.* 10 *s.*, while the Crown would have to defray 2 *l.* 15 *s.* as the cost of the conveyance. Printed forms are not, I believe, in use in Scotland, all documents of this nature being prepared in duplicate in writing, and the peculiar nature of these duties would render it necessary that the instruments should be prepared under the supervision of the Solicitor for Scotland, whose costs, as well as the fee of registration, must either be paid by the Crown, or the purchaser.

Having regard, therefore, to the small amount of revenue in Orkney derived by the Crown from feu duties, the necessity for having a local agent to collect them, the great expense attending the collection, and the general expediency of encouraging the sale of small duties, especially of victual duties, which are troublesome in collection, variable in amount according to the averages of grain in different counties, and embarrassing on the rental both from their numbers and the mass of laborious computation which is necessary before such charges can be verified and converted into money charges, I am of opinion that it will be for the interest of the Crown to take measures to sell them.

Should your Lordships, on consideration of the foregoing particulars, coincide with me in the view I have taken of the subject, both as to the expediency of selling these duties, and the course I propose to adopt, and which I suggest at present by way of experiment, and to test the general feeling of the vassals, subject to future revision, in the event of its appearing improbable that on these terms sales would become general, I have to request that I may be furnished with your Lordships' authority for proceeding accordingly.

I have, &c.
(signed) *Charles Gore.*

The Right Honourable
the Lords Commissioners of Her Majesty's Treasury.

Appendix, N° 28 (B.)

Treasury Letter, authorizing Sale of Feu Duties, as proposed in Mr. *Gore*'s Report of 31st October last.

Sir, Treasury Chambers, 4 January 1854.

The Lords Commissioners of Her Majesty's Treasury have had under consideration your Report of 31st October last, requesting their Lordships' sanction to the sale of the feu duties payable to the Crown in Orkney, and proposing that these duties should, in the first instance, be offered to the several vassals liable to the payment of them, in consideration of 20 years' amount of the net annual amount, to be calculated on an average of the charges for the seven years immediately preceding the sale, the amount thus ascertained to be the consideration payable to the Crown for the purchase and extinction of the charge, exclusive of the cost of preparation and registration of the instruments of conveyance; and I am to convey to you their Lordships' authority for endeavouring to effect the sale of these duties on the terms proposed in your said Report.

I am, &c.
(signed) *W. H. Stephenson.*

The Honourable Charles Gore.

31st day of March 1855, both days inclusive.

DATE of CONVEYANCE.	PURCHASERS.	DESCRIPTION OF PROPERTY SOLD.	PURCHASE MONEY. £. s. d.
		COUNTY OF ORKNEY:	
1854 - Dec. 11	Mr. William Fotheringham -	- - Parish of Kirkwall and St. Ola.—The Lands of Newbigging, containing about 27½ Acres, with 3 Acres of the Common of St. Ola, allotted to the Crown, with the Houses, Buildings, &c., standing thereon - -	310 - -
„ - „	Mr. George Borwick - -	- - Parish of Kirkwall and St. Ola.—The Lands of Hillhead, of Crantit, containing about 25 Acres, with the Houses, Buildings, &c. standing thereon - - - - - - - - - - - - - -	505 - -
„ - „	James Shearer, Esq. - - -	- - Parish of Kirkwall and St. Ola.—The Lands of Musterquoy, containing about 13 A. 2 R., with the Houses, Buildings, &c. standing thereon - - - - - - - - - - - - - - -	340 - -
„ - „	- - Captain William Henry Umlock Holmes - - - -	- - Parish of Kirkwall and St. Ola.—The Lands of Hillhead, of Nether Scapa, containing about 33 A. 2 R., with the Houses, Buildings, &c. standing thereon - - - - - - - - - - - - -	455 - -
„ - „	- - The Trustees of Alexander Sutherland Grœme - - -	- - Parish of Kirkwall and St. Ola.—The Mill of Scapa, with the Water Power and Privileges attached thereto -	150 - -
„ - „	- - Captain William Henry Umlock Holmes - - - -	- - Parish of Kirkwall and St. Ola.—The Lands of Getnip, containing about 74 A. 2 R., the Division of the Common of St. Ola, allotted to the Crown, No. 2, containing about 60 Acres, and the Division of the Common of Holm Parish allotted to the Crown, containing about 318 Acres, with the Houses, Buildings, &c. thereon -	1,205 - -
		COUNTY OF FORFAR:	
„ - Nov. 24	John Wilkie Christie - -	- - A space of the Shore-ground or Alveus of the River Tay, at Dundee, containing about 90 Poles, situate on the South, and opposite to the Property of the said John Wilkie Christie, Northwards of the North limit of the Dundee and Perth Railway Company's Embankment - - - - - - - - - -	15 15 -
		SHETLAND ISLES:	
„ - „	John Bruce - - - - -	- - A space of Shore-ground of the Sea below the line of high-water mark, situate at Sandsair, Shetland, opposite the Property of Mr. Bruce, required for the construction of a Pier or Slip, according to a Plan which has been approved by the Lords of the Admiralty, and signed, with reference to the Conveyance by the Commissioner in charge of the Land Revenue of the Crown in Scotland - - - - - - - - - -	1 - -
		COUNTY OF ARGYLL:	
1855 - Feb. 6	Major Robert N. Campbell -	- - A space of Shore-ground of Loch Riddan, below the line of high-water mark, opposite the Property of Major Campbell, required for the construction of a Stone Pier, according to a Plan which has been approved by the Lords of the Admiralty, and signed, with reference to the Conveyance by the Commissioner in charge of the Land Revenue of the Crown in Scotland - - - - - - - - - - - - - -	5 - -

(continued)

Appendix, N° 29.—A SCHEDULE of Sales effected on behalf of Her Majesty of the under-mentioned Property in *Scotland*, &c.—*continued*.

DATE of CONVEYANCE.	PURCHASERS.	DESCRIPTION OF PROPERTY SOLD.	PURCHASE MONEY.
		COUNTY OF FIFE:	£. s. d.
1854 - June 27	William Woodcock - - -	- - Parish of St. Andrews.—All and whole the Burial Lair (No. 7 in the Conveyance), abutting on the South Wall of St. Andrews Cathedral Burial-ground, measuring about 12 feet 10 inches in length by about 8 feet in breadth - - -

Forests and Land Revenues, in Charge of the Land Revenue of the Crown in *Ireland*, conformably with the Provisions of the Act 14 & 15 Vict. c. 42, between the 1st April 1854 and 31st March 1855, both days inclusive; specifying, The Dates of the Conveyances; The Names of the Purchasers; The Amount of Consideration Monies; and other Particulars relating thereto.

PATENTEES.	COUNTIES.	BARONIES.	DENOMINATIONS.	£.	s.	d.	YEARLY RENTS SOLD. £.	s.	d.	NAMES of PURCHASERS.	NUMBERS of Conveyances.	DATES of Conveyances 1854:	PURCHASE MONIES. £.	s.	d.
Thomas Osborne	Waterford	Deeces	Lands in Killcoulman				–	5	5¾	Simon Bagge	766	April 12	116	1	6
			Rathleade				1	11	7¾						
John Lee	ditto	ditto	Lands in Killcolman				–	13	11						
John Lovering	ditto	ditto	Lands in the North Part of Kilcolman				–	17	8½						
			Ditto ditto				–	17	5¾						
Sir Wm Aston	Cork	Carbury	Part of Cahirmeagh, ½ pld				5	18	10	The Commissioners for the Sale of Incumbered Estates	771	June 7	611	–	–
Wm Ball	ditto	ditto	Killovinoge als Killominoge				1	7	8¼						
			Litterlicky, 3 plds				7	1	3¼						
Hugh Hutchinson	ditto	ditto	Aaghagohine, 2 pld		12	16 2									
			Of which, purchased		9	11 3	9	11	3						
Bpp Killalla	Mayo	Tyrawly	Killerduffe, 1 Qr				–	9	2¾	Francis Arthur Knox Gore	772	„ „	14	12	–
Earl Thomond	Clare	Moyfartagh	Knockurry East, ⅔ Qrs				–	6	1¾	The Commissioners for the Sale of Incumbered Estates	773	„ „	14	4	–
			Garrane, ¼ pld				–	2	3¾						
Sir Hans Hamilton	Cork	Liberties of Cork	Farranaghardery, alias Farrandoughdenny and Cashduffe, Ardcaretigg alias Ardirastigg, Ballycurremy alias Ballycurrane, part of Carrigannavoy alias Currycannawy	10	6	11½	1	17	4½	Sampson Towgood Wynne French	774	„ „	52	1	–
			Of which, purchased	1	17	4½									
Sir Oliver St George	Queen's County	Ballyadams	Ballyfoyle				7	17	–	Joseph Fade Duckett	775	„ 19	485	9	6
			Killeene				4	16	–¾						
			Killkeane				6	7	1¼						
The Heirs of Weston Earl of Londonderry Ass. of Alexander King	ditto	Cullenagh	The Manor of Gallindridgeway	11	6	10¼	–	4	7½	John Dawson Duckett	776	„ „	8	2	6
			Of which, purchased	–	4	7½									

(continued)

Appendix, N° 31.—A Schedule of Perpetual and Unimprovable Rents in *Ireland*, which have been Sold by the Commissioner of Her Majesty's Woods, &c.—*continued*.

PATENTEES.	COUNTIES.	BARONIES.	DENOMINATIONS.	YEARLY RENTS SOLD.	NAMES of PURCHASERS.	NUMBERS of Conveyances.	DATES of Conveyances.	PURCHASE MONIES.
				£. s. d.			1854:	£. s. d.
John Dalton & his Successrs - - - Ministers of Dungarvan	Waterford -	--Dungarvan Town - -	--One large Slate House and a Thatcht House, with a Backside & Garden, now or late in possion of James Denny - - - - - - - - -	- 13 10¼				
Col. Carey Dillon, & Capt. Ja. Stopford -	ditto -	ditto -	--A Front Thatcht House in the Town of Dungarvan, & one Garden adjoining to the said Town Walls, formerly the propriety of Thº Hoare, now or late in the possion of Jnº Mellton, on the Strand South side	- 2 3				
			--A House to the Street next the West Gate of the North side Thatcht, James Magrath possr - -	- 3 5½				
			--A House Thatcht, a Garden & Backside, Symon Philips possr - - - - - - - - -	- 1 4½				
			--A House to the Street Thatcht, a back house Slated and Thatcht, a Backside, a Linny with old walls, & a Garden, Edwd Gough possr - - -	- 6 11				
			--A Cabbin and Backside & Garden, Jnº Emmett possr - - - - - - - - - -	- 1 4½				
			--A Cabbin, Backside and Garden, Margt Ledham possr - - - - - - - - - -	- 1 4½				
			A Cabbin backwards, Morgan Flinn possr - -	- - 4¼				
			A Cabbin backwards, Richd Gibbon possr - -	- - 4¼				
			Three Cabbin backwd, Wm Morgan possr - - -	- 1 8¾				
			--A large House to the street, & two Houses backwards, Thatcht, two Gardens, with a Cabbin backwards, to the Town Walls, Griffith Willms possr	- 5 6½				
			--One large Cabbin backwards, Thomas Hawley possr - - - - - - - - - -	- - 8¼				
			--A large Cabbin to the Street, with a Backhouse, Backside and Garden, Wm Cooke possr - - -	- 4 1¾				

			- - A Large House to the Street Thatcht, a Backside Cabbin & Garden, Nath. Gee possr - - -	–	5	6½			
			- - A House to the Street, with Five Cabbins backwards & Two Gardens, Jno Harford possr - -	–	8	3¾			
			- - A Castle Lane, Southside, a House Thatcht & a Garden, Tho. Salmond possr - - - - -	–	2	9¼			
Majr Geo. Corry & Capt. Trever Lloyd - -	ditto -	ditto - -	- - A House Thatcht to the Street & a Garden, Edwd Mullgane possr - - - - - - - -	–	2	9¼	- - The Commissioners for the Sale of Incumbered Estates - - -	777	June 19	157	5	–
			- - A Large Cabbin by the Castle Gate, Robt Fitz Gerrald possr - - - - - - - - -	–	–	8¼			
			- - A Large Cabbin near the Foregoing Cabbin, Darby Gorban possr - - - - - - - -	–	–	8¼			
			- - In Key Lane, Northside of the Town, a Thatcht House near the Key Gate, Mary Russell possr -	–	2	9¼			
			- - One House Slated, with two Backsides, Majr Dennis possr - - - - - - - - -	–	5	6½			
			- - A House to the Street & House Backwards, part Slated & part Thatcht, a backside & Garden, Mary Russell possr - - - - - - - -	–	8	3¾			
			- - A House to the Street, part Thatcht, & a backside, Jno Nagle possr - - - - - - -	–	5	6½			
			- - A small House to the Street, slated, & Backside, Peter Blake possr - - - - - - -	–	1	4½			
			- - In the Strand side of the same Towne a Front House Thatcht, a Cabbin backwd & Garden, Jno Nagle possr - - - - - - - - -	–	2	9¼			
			- - A waste House, plot & Garden, Edwd Gough possr - - - - - - - - - -	–	1	4½			
			- - A Front House Thatcht, Two Cabbins backwards, Backside & Garden, Thomas Gamball possr - -	–	4	1¾			
			- - A Front House Thatcht, & a Garden, Mich. Hoare possr - - - - - - - - -	–	1	4½			
			- - In Key Lane, South side, a House to the Street, Thatcht, & a Court, Michael Hoare possr - -	–	2	9¼			
			- - Part of the House to the Street, Slated & Thatcht, a Backside and Garden, a house backwards, now a Stable, Tho. Swann possr - - - - -	–	6	10¼			

(continued)

Appendix, N° 31.—A SCHEDULE of Perpetual and Unimprovable Rents in *Ireland*, which have been Sold by the Commissioner of Her Majesty's Woods, &c.—*continued.*

PATENTEES.	COUNTIES.	BARONIES.	DENOMINATIONS.	YEARLY RENTS SOLD.	NAMES of PURCHASERS.	NUMBERS of Conveyances.	DATES of Conveyances.	PURCHASE MONIES.
				£. s. d.			1854:	£. s. d.
Jasper Merrick - -	Mayo -	Gallen - -	$\frac{2}{3}$ p^{ts} of the $\frac{1}{2}$ Q^{r} of Kilvivera - - - - -	– 7 11$\frac{1}{3}$				
			Lands in Terreneny, Q^{r} - - - - - -	– 1 10$\frac{1}{2}$				
			Lands in Carrownedin, 1 Q^{r} - - - - -	– – 2				
Geo. Lynch - -	ditto -	ditto - -	Lands in the Q^{r} of Cullaghmore - - - -	– 13 3				
Theob. Butler - -	ditto -	ditto - -	Lands in prebane $\frac{2}{3}$ of a Car - - - - -	– 4 1$\frac{1}{3}$				
			Lands in the same - - - - - - -	– 9 1$\frac{3}{4}$				
John Bringham - -	ditto -	ditto - -	Lissmoraine $\frac{1}{2}$ Q^{r} potitichaell $\frac{1}{2}$ Q^{r} - - - -	2 15 8$\frac{1}{4}$	- - The Commissioners for the Sale of Incumbered Estates - - -	778	June 27	426 5 6
			Castlepinine $\frac{1}{2}$ Q^{r} - - - - - -	– 6 2				
			Lands in Killeskenane, Car - - - - -	– 1 1$\frac{1}{2}$				
			$\frac{2}{3}$ of the Q^{r} of Drumeleene, called Lisslenane - -	– 19 7$\frac{1}{2}$				
			Car Killkerran - - - - - - - -	– 16 1				
			Pollysharroge $\frac{2}{3}$ of a Q^{r} & Clonygowne $\frac{1}{3}$ of a Q^{r} -	– 18 1$\frac{1}{2}$				
			Derrenelane, alias Druminelane, & Loghgire - -	– 14 7				
			Killeveragh, alias Prebane - - - - -	1 6 4$\frac{1}{4}$				
			Lands in Dromada, alias Drumfadda, 1 Q^{r} - -	1 3 6$\frac{1}{2}$				
			Lands in Carrowmore, 1 Q^{r} - - - - -	1 3 10$\frac{1}{4}$				
			Lands in Terryneny, 1 Q^{r} - - - - -	1 7 1$\frac{1}{4}$				
			Rowske, 1 Q^{r} - - - - - - - -	– 18 6				
			Carroweddin, $\frac{1}{2}$ Q^{r} - - - - - - -	1 7 8$\frac{1}{4}$				
			Coolesaxon, $\frac{1}{2}$ Car of the Q^{r} of Carrowseddin - -	– 8 7$\frac{1}{4}$				
——— ———	ditto -	ditto - -	- - Castlepinaine, besides 33^{a} to Mary and Francis Cloghan - - - - - - - - - -	– 1 4$\frac{1}{2}$				
George French - -	Galway -	Dunmore -	Lands in Lissvall, one Q^{r} and $\frac{1}{2}$ - - - -	– – 2$\frac{1}{4}$	ditto - - -	779	„ „	23 5 –
Oliver Browne - -	ditto -	ditto - -	Lands in Lissavolla - - - - - -	– 15 9				
Thomas Coote - -	Cavan -	Castleraghan -	Garcklagh - - - - - - - -	– 12 5$\frac{1}{2}$	ditto - - -	780	July 3	18 18 6
Roger O'Shanassy -	Galway -	Killtartan -	Lands in Carrowmartin, 1 Q^{r} - - - - -	– 6 8$\frac{1}{2}$	ditto - - -	781	„ „	54 12 6
			Lands in Caparilla, 1 Q^{r} in the 4 Q^{rs} - - -	1 12 3$\frac{3}{4}$				

Baron Worth - -	Tipperary -	Owny & Arra	Lands in Gortnaskeagh, alias Gortnaskehy - -	1 2 –	Susan Eliza Carroll	782	„ „	205 2 6		
			Faghe, alias Fagha - - - - - -	4 6 –						
Ditto - - -	ditto -	ditto -	Island M[c]Turlagh, alias Gortinelane, alias Gortenelane, 126[a] - - - - - - - -	– – 11						
John Gibbons - -	Cork - -	Orrery & Kilmore -	Part of Aghrum - - - - - - - -	– 8 4¾	St. John Galwey -	783	„ 10	13 8 –		
John Forster - -	Monaghan -	Monaghan -	Mullaghmore - - - - - - - -	– 13 4½	- - The Commissioners for the Sale of Incumbered Estates - - -	784	„ 15	363 – 6		
			Killgrallane - - - - - - - -	– 17 9¾						
			Annaghgalle, alias Annaghgallia - - - -	– 8 8¾						
			Tallenadough - - - - - - - -	– 18 –½						
			Killadenally - - - - - - - -	– 13 7½						
			Part of the same - - - - - - -	– 7 1¾						
			Amneba & Teramorean - - - - - -	– 6 1½						
			Part of the same - - - - - - -	– 3 4½						
			Anyerke - - - - - - - -	– 9 7¾						
			Tallaghane - - - - - - - -	– 19 4½						
			Killmore - - - - - - - -	– 14 9¾						
			Drumbryan - - - - - - - -	1 1 4½						
			Eden Breane - - - - - - - -	1 – 3¼						
			Drumclesshey - - - - - - - -	1 11 1						
			Fenorst, alias Fourmea - - - - - -	– 11 6						
			More Lands in the same - - - - -	– 5 7½						
John Foster - -	ditto -	Cremorne -	Closegh - - - - - - 3 7 9½							
			Of which purchased - - - - 2 13 11¾	2 13 11¾						
Sir Charles Meredith -	King's County -	Coolestowne -	Lands in Rogerstowne, Ballinlan & a Q[r] of Ballycolyan - - - - - - - -	5 8 10½	ditto - -	785	Aug. 12	142 15 6		
John Hollywood - -	Dublin -	Coolack -	Artaine, alias Tartaine - - - - - -	4 4 1½						
John & Francis Hollywood - - -	ditto -	ditto - -	Lands in Santry - - - - - - -	1 2 5						
Ditto ditto - -	ditto -	Nethercross -	Lands in Tobberbur - - - - - -	1 – 11						
Ditto ditto - -	ditto -	Balrothery -	Brownestowne - - - - - - -	1 16 7½	ditto - -	786	„ 31	627 10 6		
			Napestowne - - - - - - -	3 10 3½						
			Damalstowne - - - - - -	6 1 6						
			Lands in the Naule - - - - - -	– 1 1½						
			Lands in Westowne - - - - - -	– – 4½						
			Hollywood - - - - - - - -	1 9 10½						
			Little Hollywood - - - - - - -	3 5 4¾						
			Kynard - - - - - - - -	1 12 10½						
			Lands in Nuttstowne - - - - - -	– 2 7½						
John Hollywood & Francis alias Fagonor Alsoome Fullum, alias Carbury - - -	ditto -	Duleek -	Lands in Laciestowne - - - - - -	– 7 11¾	ditto - -	787	„ 31	13 6 –		

(continued)

Appendix, N° 31.—A Schedule of Perpetual and Unimprovable Rents in *Ireland*, which have been Sold by the Commissioner of Her Majesty's Woods, &c.—*continued.*

PATENTEES.	COUNTIES.	BARONIES.	DENOMINATIONS.	YEARLY RENTS SOLD.	NAMES of PURCHASERS.	NUMBERS. of Conveyances.	DATES of Conveyances.	PURCHASE MONIES.
				£. s. d.			1854:	£. s. d.
Charles Earl of Cavan -	Cavan -	Clonmaghan	- - The Town and Lands of Dronagh Aghacapple and other Lands, also the Manor of Tullyallen, alias Tocallen - 6 15 8¼ Of which, purchased - - - - 2 19 1½	2 19 1½	- - The Commissioners for the Sale of Incumbered Estates - - -	788	Aug. 31	94 4 –
Ditto - - -	ditto -	Loghtee -	A ruined Gatecastle, called Releys Castle - -	– 11 1				
Lord Collooney - -	Sligo -	Tirrerill -	Coltimore - - - - - - - - -	– 12 7½	ditto - - - -	789	Sept. 7	66 10 –
Lord Colloony - -	ditto -	ditto - -	- - Carrick 1 Q^r, Carricknegappull 1 Q^r, the ½ Q^r Cooletibegg - - - - 2 7 1¼ Of which, purchased - - - - 1 13 3	1 13 3				
Sir Paul Daviss - -	ditto -	ditto - -	Killrass 2 Q^rs - - - - - - - -	– 18 5½	Thomas Annesley Whitney - -	790	„ „	79 14 –
			Killamoy - - - - - - - - -	1 16 11				
Benjamin Crofts - -	Cork -	Carbury -	Part of Brounestowne - - - - - -	1 4 2¾				
John Workeman - -	ditto -	ditto - -	Lands in Tranlongee & Knockmakafinen 2 9 10¾ Of which, purchased - - - - 1 4 11½	1 4 11½	William Morgan -	791	„ 20	71 13 –
Marcus Browne and Kath. Browne, alias Blake, his mother -	Galway -	Tyaquin - -	Lands in the 3½ Q^rs of Anaghmore - 3 6 5¾ Of which, purchased - - - - 1 8 8¾	1 8 8¾	- - The Commissioners for the Sale of Incumbered Estates - - -	792	„ 28	40 17 6
Anthony Browne, for John Higgins and Giles his wife - -	Galway -	Dunmore -	Lands in Gortnedue ⅔ of a Q^r - - - -	– 4 7¾				
Sir Ulick Burk - -	ditto	Bellamoe ½ -	Ballyhing als Glinsk 4 Q^rs - - - - -	5 4 7¾				
			Trean ½ Q^r - - - - - - - -	1 3 6½				
			Killm^c Rickard one Cart^r - - - - -	– 1 10½				
			Carrowgrane & Carrowkeele ⅔ Q^r - - - -	1 3 4¼				
			Ossagh, alias Ossey ½ Q^r - - - - -	1 13 9¾				
			Killoges one Cart^r - - - - - - -	– 9 4				
			Moate ½ Q^r - - - - - - - -	– 8 –½				

				Lands in Creaghduffe one Car - - - - -	2 11 9	ditto - -	793	„ „	562	2	-
John Bourk - -	ditto	ditto -	-	Lossgery, one Car - - - - - - -	1 - -½						
				Lisscrambally, ½ Qr - - - - - - -	- 13 1						
				Stealt and Lisscanny, one Car - - - -	- 16 5¼						
				Cregane - - - - - - - - -	1 3 2						
	ditto -	ditto -	-	- - Lands in Treom ½ Qr, besides 226a. to Sir Ulick Bourke - - - - - - - - - -	1 14 7¼						
Sir Edward Bourk -	ditto -	Bellamoe	-	- - The privilege of holding certain Markets & Fairs at Glinskie - - - - - - - -	- - 2						
Henry Bourke - -	ditto -	ditto	-	The privilege of holding two Fairs at Creggs - -	- 13 10¼						
Sir John Bellew - -	Meath -	Duleek	-	Lands in Larrock Street, in the Town of Duleek -	- 6 1¾						
Ditto - - -	ditto -	ditto -	-	Lands in the Town of Duleek - - - - -	- 1 8¾	ditto - -	794	„ „	26	12	6
John Madden - -	Galway -	Longford	-	Lands in Ballynalog - - - - - - -	- 15 11						
William Shaw - -	ditto -	ditto -	-	Lands in Killevan - - - - - - - -	- 4 3¾						
Margaret Bermingham & her heirs, and for want of issue, to Jane Kather and Mary Bermingham & their heirs - - -	ditto -	Dunmore	-	Lands in Carrowgarrane - - £. - 6 1¾ Of which, purchased - - - - 2 7¾	- 8 10½ - 2 7¾						
Gerrald Dillon - -	Meath -	ditto -	-	Lands in Garrane, 2 Qrs - - - - - -	- 7 1¼						
Francis Lord Baron of Athenree - - -	ditto -	ditto -	-	Clonbrack one Qr - - - - - 17 10¼ Of which, purchased - - - - 5 1½	- 5 1½	ditto - - -	795	Nov. 24	139	8	6
				Carrandarragh one Qr, & Drumaskin one Qr - -	1 - 3¼						
				Oughlock one Qr, and a controversie - - -	- 13 1						
				Lands in Shanballylock, one Qr - - 15 8¾ Of which, purchased - - - 12 8¾	- 12 8¾						
Anthony French Fitzpeter - - -	ditto -	ditto -	-	Lands in the Qr of Garrane - - - - -	- 13 1						
George French - -	ditto -	ditto -	-	Lands in Shanvallylosky, one Qr - - - -	- 5 7¼						
	ditto -	ditto -	-	- - Lands in Oughlaske Qr, besides 10a. to Gerard Dillon, and 70a. to the Lord Athenree - - -	- - 8¾						
				Cooleartan one Qr - - - - - -	4 4 3½						
				Lands in the 3 Cart part of the 2 Qrs of Annacorba - - - - -	- 14 10¾						
				Lands in the Qr of Legue - - - - 9 4¼							
					1 4 3						
				Of which, purchased - - - - 4 4½	- 4 4½						

(*continued*)

Appendix, N° 31.—A Schedule of Perpetual and Unimprovable Rents in *Ireland*, have been Sold by the Commissioner of Her Majesty's Woods, &c.—*continued*

PATENTEES.	COUNTIES.	BARONIES.	DENOMINATIONS.	YEARLY RENTS SOLD.	NAMES of PURCHASERS.	NUMBERS of Conveyances.	DATES of Conveyances.	PURCHASE MONIES.
				£. s. d.			1855:	£. s. d.
John Eyres - - -	Galway -	Longford -	Lands in the Q^{r} of Capagh - - - - - -	- 6 11				
			Cagilla one Q^{r} - - - - - £. - 11 5					
			Of which, purchased - - - - - 5 8½	- 5 8½				
			Knichealy, alias Clonmakill, one Q^{r} - - -	- 15 4				
			Killcheragh one Q^{r} - - - - - -	- 7 7¾				
			Ballymore, alias Lissmony, 2 Q^{rs} - - - -	4 6 4¼				
			Terrowcane, alias Troghane, one Q^{r} - - -	- 17 11¼				
			Ballyneboda, alias Ballynessmodagh - - -	- 12 10½				
			Cloghbracke and Brodall, one Q^{r} - - -	- 16 1				
			One Quarter of Annagheabeg - - - -	- 19 7½				
Col. Garrett Moore -	ditto -	ditto - -	Lyer, ⅓ of a Q^{r} - - - - - - -	- 4 8				
			Lissgarra one Car & ½ - - - - - -	- 3 4				
			- - The Town and Lands of Lissanerody, alias Corballybegg Corromlan, alias Carrowniny, 2 Q^{rs} -	1 - 11				
Erasmus Spellman -	ditto -	ditto - -	Lands in the Q^{r} of Lissdavelly - - - -	- 8 2¾				
Sir Francis Gore - -	ditto -	ditto - -	Levally and Glenedorke - - - - -	- 6 6½	- - The Commissioners for the Sale of Incumbered Estates - - -	796	Jan. 18	788 9 -
			Finagh one Q^{r} - - - - - - - -	1 1 8				
Sir James Cuffe - -	ditto -	ditto - -	- - Ballymannagh, alias Ballynaona Cligh & Gortganny, lands in the 2 Q^{rs} of Ballymore, lands in Carrowkinagh, Killinshane, Cappaghtowger, Glassgurt, and Gurtinwalter - - - - - -	1 3 6¾				
			Of which, purchased - - - - - 3 4½	- 3 4½				
John Eyres - - -	ditto -	ditto - -	Lands in Ballykouse and Killeveny - - -	1 11 6¾				
			Lands in Lugarragh - - - - - -	- - 6¾				
			Lands in Agullmore, 3 Q^{rs} - - - - -	1 1 8				
			Lands in Annacoba, alias Annaghcooba, 2 Q^{rs} - -	- 5 5				
			One Car, called Gurrunelany - - - -					
			Lands in Ludavilly, ⅓ of a Q^{r} - - - -	- 4 1½				
Ditto - - -	ditto -	ditto - -	Lands in Cappagh, one Car & ½ - - - -	1 14 6¾				
			- - One Q^{r} and one Car in the 2 Q^{rs} of Curraghian, alias Calthahinehill - - - - - - -	1 8 2½				
			Lands in Gortglasse, alias Gorterekassagh, ½ a Q^{r} -	2 1 5¾				
			Gumving ½ a Q^{r} - - - - - - -					
			Lands in Ballymore, 2 Q^{rs} one Car & ½ - - -	- 11 9½				

John Eyres	Galway	Longford	Lands in Killeheny, one Qr				–	4	5¾				
			Lands in Ballycouse, ⅓ of a Qr				–	3	8¾				
			Lands in the Qr of Cappagh				2	5	9				
			Lands in the same				–	5	2¾				
	ditto	ditto	Lands in the 2 Qrs of Ballymore, 3a; to Sir James Cuffe 63a; and 462 to John Eyres				–	4	3½				
	ditto	ditto	Lands in Lissinacky				–	3	2¼				
Donogh O'Bryan	ditto	Clonmc Knowne	Lands in Gortbrake, ⅗ of ½ a cart				–	–	9¼				
Miles Bourk	ditto	Killcomell	Lands in Annahbeg, one Qr				–	4	7¾				
			More lands in the same				–	1	10½				
Earl Clanrickard	ditto	ditto	Shanbouly, 1 cartron				–	2	3¾				
Henry Stanhow	Armagh	Oune Island	The Town of Clontelielew Breghagh, with others				10	10	–¼	Ralph Smith Obre	797	„ 18	309 15 –
Ditto	ditto	ditto	The privilege of holding two Fairs at Clontelew				–	9	2¾				
Oliver Dalton	Westmeath	Rathconrath	Milltowne	7	16	3¾	2	14	8¼	Thomas Babington	798	„ „	165 4 –
			Of which, purchased	2	14	8¼							
			Loughane				3	1	3¼				
Capt William St George	Kilkenny	Fassadining	Lands in Muckully				12	10	9¾	The Commissioners for the Sale of Incumbered Estates	799	Feb. 9	551 4 6
			Part of the Lands of Gallstowne				–	3	6¾				
			Lands in the West part of Cloghranke				6	15	10¼				
John Hallam	King's County	Ballyboy	The Lands of Pallice, and part of Killmodonoge, with the Denominacon of Coolekeagh & Loughturke				3	8	–½	ditto	800	„ „	276 15 –
Tho. Tilson, Ax of Arthur Ardagh	ditto	ditto	Ballyduffe & Killmadonnagh & Pallice				6	7	1¾				
Robert Longfield	Meath	Dulcek	Lands in Brynes Park, alias Brines Park				–	3	1				
John Graden	ditto	ditto	Lands in Bryans Park				1	–	2¾	ditto	801	„ „	135 1 6
			Lands in Irishtowne				1	3	11				
			Lands in Arcath, and other Lands in the same				1	9	10½				
John, Earl of Milltowne	ditto	ditto	The privilege of holding three Fairs and a Market at Arca				–	15	4½				
John Dodson, Assignee of Richd Jeffreys	Westmeath	Mogoish	Rathmore				2	2	9¾	ditto	802	„ „	892 18 –
			Callaghstowne				4	12	10¾				
			Killtabraigh				2	5	7½				
			Lands in Purcells				2	2	11¾				
			Lands in the same				–	2	5½				
William Connelly	ditto	Corkerry	Purcellstowne				4	19	1¾				
Richard Shutleworth	ditto	Kilkenny, West	Lands in Noghavale, Aghane, Cloyduffe, Runes, Carowboy, and Aghafine				3	–	4½				
			Lands in Ardnecarne, Carroboy, and Dungorman				6	5	6½				
Sir Theo. Jones	ditto	ditto	The Town and Lands of Aghafine				–	11	2¼				
Walter Jagoe, Junr	Westmeath	Rathconrath	Lands in Conry Croughbule, next to Balrath				1	19	7½				
			Part of the same				3	4	7½				

(continued)

Appendix, N° 31.—A Schedule of Perpetual and Unimprovable Rents in *Ireland*, which have been Sold by the Commissioner of Her Majesty's Woods, &c.—*continued*.

PATENTEES.	COUNTIES.	BARONIES.	DENOMINATIONS.	YEARLY RENTS SOLD.	NAMES of PURCHASERS.	NUMBERS of Conveyances.	DATES of Conveyances.	PURCHASE MONIES.
				£. s. d.			1855:	£. s. d.
Christian Borr - -	Wexford -	Bantry - -	- - Lands in Edermine, alias Bormouth, alias Kayer, Edermine & Clonmore - - - - - - -	4 1 5½	- - The Commissioners for the Sale of Incumbered Estates - - -	803	Feb. 9	148 15 –
James Rowe - -	ditto -	Ballaghcene -	- - Lands in the Town & Lands of Ballym^{c} Donnagh, in the South-east part thereof - - - -	1 2 9½				
Will. Low - - -	Westmeath -	Moycashell -	Lands in Ardmorney - - - - - - -	1 2 11				
			Lands in Newtowne - - - - - - -	– 3 –				
			Killeloghane - - - - - - - -	1 18 3¾				
			Killerrally - - - - - - - -	3 1 8	ditto - - -	804	„ „	246 8 –
William Low - -	ditto -	ditto - -	Lands in Newtowne - - - - - - -	1 1 5				
George Low - -	ditto -	ditto - -	Lands in Moyrath - - - - - - -	1 3 2				
John Baker - - -	Cork - -	City of Cork -	The Castle, Town, and Lands of Carrygrohane -	12 18 5½	ditto - - -	805	„ 16	364 – –
The Hollow Blades -	ditto -	Muskerry -	Knockshaherne - - - - - - - -	2 6 1	- - Francis Hastings Toone - -	806	„ „	112 19 –
			Killmacarrowroge - - - - - - -	1 8 7¾				
			Cloantykertine - - - - - - -	– 3 5½				
Thomas Boles - -	ditto -	- - Orrery & Killmore -	Lands in Moyeg & Ballinlagh - - - -	1 16 2½	ditto - - -	807	„ „	52 3 –
Sir William Sands, Assignee of Geo. Delahide - - - -	Kildare -	Salt - -	A Garden & house, and some Lands in Ballygorin -	– 3 8¾	John Bell - -	808	„ „	6 7 6
Nicholas Ayleward -	Galway -	Longford -	Lands in Colline, ⅓ of a Q^{r} - - - - -	– 12 10½	- - The Commissioners for the Sale of Incumbered Estates - - -	809	„ „	151 9 –
		- - Clonm^{e} Knowne -	Lands in Ardeeny, ½ a Q^{r} - - - - -	2 5 4½				
			Lands in Killoran, 2 Q^{rs} - - - - -	1 7 1				
			Lands in Cuttanreagh, 1 Q^{r} - - - - -	– 19 9½				
Pat Nolan - - -	Mayo -	Gallen - -	Tanymore ½ Q^{r} - - - - - - -	1 2 11½	- - Sir Compton Domvile, Bar^{t} -	810	„ 28	99 3 6
			Longhill ½ Q^{r} - - - - - - -	– 6 4¼				
Henry White - -	ditto -	Costelloe -	Lissduffe, Portraghane, alias Faletragh - - -	1 1 1½				
			A parcel of Mountain Land in Comon - -	– 17 4½				
Earl of Anglesey - -	Westmeath	- - Kilkenny, West -	Lands in Drumrany - - - - - - -	3 7 3¼	- - The Commissioners for the Sale of Incumbered Estates - - -	811	„ „	204 1 –
			More lands in the same - - - - - -	– 3 8¾				
W^{m} Handcock - -	ditto -	ditto - -	Lands in Drumrany - - - - 4 7 10¼	3 12 2¾				
			Of which, purchased - - - 3 12 2¾					

Will. Low - - -	ditto -	Moycashell -	Ballym^{c}hugh - - - - - - - - -	3 19 7½	--Patrick Edward Murphy - -	812	„ „	505 10 6
George Low - - -	ditto -	ditto -	Loughan Loghna - - - - - - - -	3 15 8½				
			Higginstowne - - - - - - - -	1 19 2¼				
William Connelly -	ditto -	Corkerry -	The Town and Lands of Tumon, alias Taghmon -	8 2 1				
Sir Robert Booth and Sir Audley Mervin -	Cork	Liberties of Youghall -	Killmagner, alias Tallygany - - - - -	– 17 1½	- - The Commissioners for the Sale of Incumbered Estates - - -	813	„ „	26 10 –
Baron Worth - -	Tipperary -	Owny & Arra	Lands in Ballyhea, alias Ballyea - - - -	– 10 7¾	--Richard Charles Pratt - - -	814	„ „	17 12 6
			Lands in Bally Heagh, alias Ballyea - - -	– – 11				
Henry Finch - -	Cork -	Liberties of Cork	The ½ Plowland of Ballynora, alias Ballynorea -	1 3 8¼	ditto - - -	815	„ „	34 10 6
Timothy Sullivan - -	Tipperary -	Killnemannagh	Cullenure - - - - - - - - -	4 10 –¼	- - The Commissioners for the Sale of Incumbered Estates - - -	816	„ „	231 – –
			- - Part of Moonstowne, alias Moorestowne, alias Ballynemony - - - - - - - - -	– 19 4				
			Lissnamore, alias Lissnamoe - - - - -	2 13 1½				
Earl of Anglesey - -	Carlow -	Forth - -	The Town and Lands of Clonmullin - - -	4 19 4	ditto - -	817	„ „	359 11 6
			Carrigduffe - - - - - - - - -	2 5 4½				
			Killbranith - - - - - - - - -	3 17 1				
			The Wood & mountain of Killbranith - - -	– 7 11¾				
			One half of the lands of Barragh - - - -	– 11 9¼				
	ditto -	ditto - -	Kilbrany - - - - - - - - -	– 10 9¾				
Earl of Anglesey - -	Wexford -	Scarwalsh -	- - Lands in Rylandmore & Reylandbegg, alias Reylane, including Castlekirke & Branslady -	8 2 6½	ditto - -	818	„ „	660 9 –
			Ballyprattas, alias Ballybrevess - - - -	4 6 3¾				
			Carranemore Ballanelosskey, alias Ballalosskey -	6 10 10½				
	ditto -	ditto - -	- - Lands in Clonnebreene & Ballypracas, over & above 66^{ac} to Dudley Colclough, & 308^{a}. to the Earl of Anglesey - - - - - £. 4 10 5½	3 14 2				
			Of which, purchased - - 3 14 2					
John Maxwell - -	ditto -	———	- - The privilege of holding Two Fairs & one Market at Bonclody, alias Newtowne Barry - -	– 12 3¾				
Doctor John Leslie -	Kerry -	Irraghteconner	Carhunagh - - - - - - - - -	2 5 7	- - John Leahy and Robert George, Archibald Hamilton Gun Cunningham - - -	819	„ „	731 10 –
			Carhowgarriff - - - - - - - -	1 3 8¼				
			Gortingaggell - - - - - - - -	4 11 10½				
			Mulleronaughtragh - - - - - - -	2 12 8¼				
			Carhenekilly - - - - - - - -	2 6 3				
			Shanbough - - - - - - - - -	2 19 2¾				
			Ballynesegart - - - - - - - -	5 14 9¼				
			Part of the Lands of Ralappan - - - -	1 18 4¾				
Lord Kingston - -	ditto -	ditto - -	Killmurrelly - - - - - - - - -	2 – 5¾				

(continued)

Appendix, N° 31.—A Schedule of Perpetual and Unimprovable Rents in *Ireland*, which have been Sold by the Commissioner of Her Majesty's Woods, &c.—*continued*.

PATENTEES.	COUNTIES.	BARONIES.	DENOMINATIONS.	YEARLY RENTS SOLD.	NAMES of PURCHASERS.	NUMBERS of Conveyances.	DATES of Conveyances.	PURCHASE MONIES.
				£. s. d.			1855:	£. s. d.
Bishop of Ossory - -	Cork -	Barrimore -	Kilnacurry, alias Killcurr - - - - - -	10 15 10½	The Commissioners for the Sale of Incumbered Estates - - -	820	March 10	304 5 6
W^m Webb - - -	Mayo -	Tyrawly -	Farrencrottery 1 Q^r - - - - - - -	- 19 4½				
			Leaghvally - - - - - - - - -	- 8 7				
Fran. Jackson - -	ditto -	ditto -	Attycloghy - - - - - - - - -	- 13 4½				
			Carrowkeelenecarby - - - - - - -	- 12 4				
Geo. Piercevall - -	ditto -	ditto -	Lands in Clonecarre - - - - - - -	- - 1½				
			Ranecolevine - - - - - - - - -	- 7 3½				
Hen. Nicholson - -	ditto -	ditto -	The 3½ Q^rs of Drumin, Clonecarra, & Lecarrowkillagh - - - - - - - - -	- 18 8½				
Owen Vaughan - -	ditto -	ditto -	Garrickloan, alias Garrowcloan - - - - -	- 9 3				
Rich^d Francklin - -	ditto -	ditto -	Carrowmore Killbreedy - - - - - - -	2 1 -½				
			Ballynehugh - - - - - - - - -	1 - 1¾				
Sir Rob^t Meredith & Cap^t Brent Moore -	ditto -	ditto -	Carrowm^ccashell - - - - - - - -	1 7 1¼				
			Carrowm^cshane - - - - - - - -	- 16 10				
			Duntody, alias Dunobby, alias Donedobby, 1 Q^r -	- 6 6½				
			Killicecroragh, alias Leaghtragle, 1 Car. - -	- 2 5				
			Cloyrone - - - - - - - - -	- 10 1½				
			Lands in Dunlobby, alias Dundobby, besides the 35^a.	1 8 1¾				
Ulick Bourke - -	ditto -	ditto -	The ½ Q^r of Rathin William - - - - -	- 6 4½				
Conly & Rose Geoghegan - - - -	ditto -	ditto -	Coller, alias Moylefine, alias Ballyglanny - -	2 4 5¾				
			Tobberboyfaghy & Crone, 1 Q^r - - - -	- 16 5¼				
			Clonearke, alias Clownarlow, ½ Q^r - - -	1 16 10				
			Killhine alias Killhugh alias Killnehugh, 1 Q^r -	1 1 8				
			Mulle, alias Cornemalle, 1 Q^r - - - - -	3 10 3½				
			Lands in Carrowcuske, 1 Q^r - - - - -	- 5 4				
			Carrownegilluck, alias Carrowingillbuck, 1 Q^r -	1 18 -½				
			Ballyglass, alias Drumegarragh - - - -	2 2 3				
Amy O'Conner & Charles O'Conner -	ditto -	ditto -	Lands in Carrownisky, 1 Q^r - - - - -	- 3 4½				
			Lands in Carrownisky, alias Leecarrowneloslue, ½ a Q^r - - - - - - - - -	- 9 1¾				
			Lands in Coyle, alias Keele - - - - -	- 4 1½				
			Lands in Towerboyfaghy & Corne - - - -	- 2 -¾				
Jeffry Martin - -	ditto -	ditto -	Mountain in Comön to Carrowkeele & Attyloghy, 1 Q^r - - - - - - - - -	- 2 7½				
	ditto -	ditto -	Lands in Clayrawer - - - - - - -	- 8 1¾				

358. Deane Killala - -	ditto -	ditto - -	Lisdinmore, ½ Qr - - - - - - -				- 4 7½	}	ditto - -	821	„ „	1,253	2	6
Chancellr of Killalla -	ditto -	ditto - -	Killyobban, ½ Qr - - - - - - -				- 4 7½							
Sir Frederick Hamilton -	ditto -	ditto - -	Farrantymore other Pcell, 1 Car. - - - -				- 2 3¾							
Bishop of Killalla - -	ditto -	ditto - ..	Doomny, ½ a Qr - - - - - - -				- 18 5½							
Wm Hamilton & Wm Sands - - -	ditto -	Gallen - -	Carrowbane, 3 Car. - - - - - -				- 17 11							
Denis Daley Ass. Dom. Meade - - -	ditto -	ditto - -	Carrowgowen - - - - - - -				1 4 1½							
Theo. Dillon - -	ditto -	ditto - -	Lands in Lisdorane, alias Templemoyler - - -				- 18 8							
			Lands in Ballygarruff, 4 Qrs - - - - -				1 13 1							
			Carrowenclune - - - - - - -				1 2 9½							
Jeoffry French - -	ditto -	ditto - -	Lands in Ballaghgarragh - - - - -				- 6 2							
Bpps Lands - - -	ditto -	ditto - -	Carradan, alias Canduffe, 2 Qrs - - - -				- 18 5½							
Sir George Bingham -	ditto -	ditto - -	Lands in the Qr of Coolemore, ½ Qr - - - -				- 4 7½							
			Clonecannony, ⅓ Qr - - - - - -				- 4 7½							
			Lagarragh, ½ Qr - - - - - - -				- 4 7½							
			Carrowlagh, 1 Qr - - - - - - -				- 9 2¾							
			Gortrally, ½ Qr - - - - - - -				- 4 7½							
Earl of Cork - -	ditto -	ditto - -	Gortacroy, ½ Qr - - - - - - -				- 4 7½							
			Coolekevan, one Qr - - - - - -				- 9 2¾							
			Strade - - - - - - - - -				- 9 2¾							
			Clumlee, ½ Qr - - - - - - -				- 4 7½							
Bishop of Killalla - -	ditto -	ditto - -	Killedaine, 2 Qrs - - - - - - -				- 18 5½							
			Kegill, alias Cogallagh, 1 Qr part of Killmaclasser - - - - - -	£.	-	16 10		}						
			Shanvallycanine, 1 Qr in Killmacklasser -		1	5 9½								
John Browne - -	ditto -	Burrishowle			2	2 7½	1 5 6½							
			Of which, purchased - - - -		1	5 6½								
Bipps Lands of Killalla and Athenree - -	ditto -	Costelloe -	Killmall, 2 Qrs - - - - - -				- 18 5½							
	ditto -	ditto - -	Rosseene, 1 Qr - - - - - -				- 9 2¾							
			Shrahie, 1 Qr of the 4 Qrs of Kilnove - - -				- 9 2¾							
Edward Southworth -	Sligo -	Coolavin -	A Qr of Land called Carrowtemple - - - -				- 2 1							
Bishop of Acconry -	ditto -	ditto - -	Killfree - - - - - - -				- 9 2¾	}	ditto - -	822	„ „	17	5	6
Freak Lands - -	Longford -	Abby Shrewle	Curraghmore - - - - - - -				3 15 10⅓	}	ditto - -	823	„ „	144	18	–
			Cartron Murloge - - - - - - -				1 5 7¾							
			Warrenstown - - - - - - -				5 17 3½							
Arthur Dillon - -	Louth -	Atherdee	More of the same - - - - - - -				– – 9							
			Lands in Symonstowne Finway - - - -				– 10 2							
			Adamstowne - - - - - - -				3 – 11							
Ditto - - -	ditto -	ditto - -	Verdonstowne - - - - - - -				4 – 9	}	ditto - -	824	„ „	424	16	–
Arthur Dillon, Ass. of Henry Townely -	ditto -	ditto - -	Gibbonsland - - - - - - -				– 4 8							
			Lands in Symonstowne and Finway - - -				1 2 10¼							

(continued)

Appendix, N° 31.—A Schedule of Perpetual and Unimprovable Rents in *Ireland*, which have been Sold by the Commissioner of Her Majesty's Woods, &c.—*continued*.

PATENTEES.	COUNTIES.	BARONIES.	DENOMINATIONS.	YEARLY RENTS SOLD.	NAMES of PURCHASERS.	NUMBERS of Conveyances.	DATES of Conveyances.	PURCHASE MONIES.
				£. s. d.			1855:	£. s. d.
Jane Countess Dowager of Mountrath & Sir Robert Reading -	Galway -	Longford -	Skehannagh, one Qr - - - - - - -	- 10 5½				
			Grainge, alias Linnegrainchy - - - - -	- 16 10				
			Lissdonnell in Qr Gortnamore East - - -	- 18 10½				
			Carrowkilleene and Carroweendrosse Carrowncon-killing, 2 Qrs - - - - - - - -	- 13 7½				
			Sragh, alias Shragh, alias Allune, one Qr - -	- 11 6¾				
			Gortnemona - - - - - - - - -	- 19 9¾				
			Lissdine, alias Lissdinane & Cruneigh - - -	- 7 3½				
			Lands in Ballinglugge - - - - - -	- 6 8¾				
John Eyres - -	ditto -	ditto - -	Ballynakelly, 2 Qrs - - - - - -	1 17 9				
			Lands in the ⅓ of a Qr of Killtalasly - - -	- 11 -¼				
			Lands in the Qr of Killgarn - - - - -	- 2 7½				
			Lands in the 2 Qrs of Carraghinan, alias Caltramickell	- 16 10				
			- - Lands in the Qrs of Doomecarrane, alias Dommc Meron - - - - - - - - -	- 14 11				
			Lands in the Qr of Lissfuine, alias Lissfinny, £. - 8 11¾					
			Of which, purchased - - - - - 2 9½	- 2 9½				
			Carrowgare, one Qr - - - - - - -	- 10 7¾				
			- - Killeno, alias Killenehy Bodalls and Killdabosly 2 Qrs & ½ Qr - - - - - - - -	1 - -				
			Dernish, alias Derrow, ½ Qr - - - - -	1 5 5				
			Clonerelish, alias Clooncowlish, one Qr - - -	- 17 11½	- - The Commissioners for the Sale of Incumbered Estates - -	825	Mar. 10	508 2 -
			Lands in Portracan, one Car. - - - - -	- 5 2¾				
Sir Fran. Gore - -	ditto -	ditto - -	- - Lands in Tullanelike and Dormofe-mola and in the Qr of Carrowfinoge - £. 1 5 7¾					
			Of which, purchased - - - - 8 1¾	- 8 1¾				
Teige Dally - - -	ditto -	ditto - -	Lands in Gorcharda, ½ a Cart - - - -	- 2 -¾				
John Eyres - - -	ditto -	ditto - -	Lands in the Quarr of Lissgarris - - - -	- 3 6½				
			Bodelagh and Terrykillin - - - - -	1 6 1½				
			Killtalosty - - - - - - - -	- 3 4¼				
			Lands in Gortlinhy - - - - - -	- 1 3¾				
			Lands in Tullaghnehesky - - - - -	- 10 3¼				
Dennis Madden - -	ditto -	ditto - -	Doone McMarren - - - - - - -	- 7 5¾				
			Lands in the same called Gortineheane - - -	- - 4½				

Earl Clanrickard	ditto	Kilconnell	The Manor of Callows	£. 2 15 4½								
			The Manor of Callow	– 18 5½								
				£. 3 13 10	– 4 1½							
			Of which, purchased	– 4 1½								
			Ardnegno, alias Lisardnegno, 1 Q^{r}	– 9 2¾								
David O'Dowde	Mayo	Gallen	Lands in the Q^{r} Bawnconnellan	2 11 7								
			Rathreedane, 2 Q^{rs}	2 15 5¾								
Henry Jordan, in trust for Henry Fitz W^{m} Jordan	ditto	ditto	Lands in the Q^{r} of Ballyconnellane	– 10 3¼								
Sir Tristram Beresford	Cavan	Clonmoghan	Lands in Aghnaherridane	1 3 3¼								
Thomas Hampson	ditto	ditto	Moydristan, part	2 4 2¾								
			Freaghduffe, part	– 13 10½								
			Carnebrick	– 10 9¼								
			Collan, part	– 5 6								
John Dalm	ditto	Castleraghan	The three Poles of Derrypleagh	£. 1 12 3¾								
			Of which, purchased	1 1 2¾	1 1 2¾							
Thomas Hampson	ditto	ditto	Lands in Cornehill	– 5 2¾								
Henry Palmer	ditto	ditto	The three Poles of Derryleagh	– 2 2¾								
			Kenagh	– 5 10½								
			Flenoy, alias Knockvorneone, one Pole and a half	1 17 1½								
John Dallying	ditto	ditto	Lands in Derryleagh	– 5 3½								
Solomon Kellett	ditto	ditto	The Town and Lands of Ballotrotorrada, with others	£. 3 7 3¾								
			Of which, purchased	2 13 2¼	2 13 2¼							
Gilbert Eccles, Assignee of Henry Hickfeilds	ditto	ditto	The Town and Lands Gradrum	6 6 1¾								
Thomas Jackson	Tipperary	Iffa & Offa	The South part in the North part of Lissrona	2 1 6¾								
Thomas Chewing	ditto	ditto	Lissrona	2 11 –								
Sir Robert Vinor	Mayo	Irris	Several Lands in this Barony	£. 32 7 9								
			Of which, purchased	14 3 1¾	14 3 1¾							
Theophilus Carey & Thomas Dodgin	Cork	Carbury	Lands in Cnockincoole	1 6 11								
Dermott Sullivan	ditto	ditto	Lands in Knockm^{c}creke	– – 7¾								

ditto	826	„	„	167	15 6
ditto	827	Mar.	24	509	12 –
ditto	828	„	„	132	8 6
ditto	829	„	„	398	11 –
The Reverend George Longfield and Henry Longfield	830	„	„	40	14 6

(*continued*)

Appendix, N° 31.—A Schedule of Perpetual and Unimprovable Rents in *Ireland*, which have been Sold by the Commissioner of Her Majesty's Woods, &c.—*continued*.

PATENTEES.	COUNTIES.	BARONIES.	DENOMINATIONS.				YEARLY RENTS SOLD.	NAMES of PURCHASERS.	NUMBERS of Conveyances.	DATES of Conveyances.	PURCHASE MONIES.
							£. s. d.			1855:	£. s. d.
Earl of Anglesey - -	Cork -	- - Beare & Bantry -	Connaghline & Rurine - - - - - -				1 5 3¾	- - The Commissioners for the Sale of Incumbered Estates - - -	831	Mar. 24	160 13 –
			Ardagh - - - - - - - - -				– 13 3¼				
			Grenane - - - - - - - - -				– 17 2¼				
			Ballynekilly - - - - - - - -				2 15 11½				
Ditto - - -	ditto -	ditto - -	Gorteene - - - - - - - - -				1 13 9	ditto - -	832	„ „	1,027 12 –
			Whiddy Island - - - - - - -				4 11 4¾				
			Seskin 12 plds - - - -	£. 15	12	4½					
			Lands in Shyclough - - -	3	11	10¾					
			Driny, alias Brinny - - -	5	8	7¼					
			Crilly Connagh, and 4½ plds and more Lands in the same Parcells - -	23	16	–					
				£. 48	8	10½	20 10 5				
			Of which, purchased from Michaelmas 1852 - - - - - - -	20	4	10¼					
				£. 28	4	–¼					
			Of which, purchased - - - -	20	10	5					
			Rossm^cowene - - - - - - -				4 4 5½				
			Millosky - - - - - - - -				3 5 9½				
			Lands in Arnegeshell & Ardnehirush - - -				2 1 2½				
John Lock - - -	Dublin -	Newcastle -	Colemanstowne - - - - - - -				6 7 1½	ditto - -	833	„ „	244 1 6
			Lands in Athgoe - - - - - - -				1 9 10½				
			Lands in Newcastle - - - - - -				– 2 7½				
			Lands in Rathcoole - - - - - -				– 11 2½				
			Total Amount of Rents sold - - - £.				601 8 6¼				
								Total Amount of Purchase-monies - - - £.			16,833 6 –

Appendix, N° 32.—A SCHEDULE containing Particulars of a SALE which has been made by the Commissioner of Her Majesty's Woods, Forests and Land Revenues in charge of the Land Revenues of the Crown in *Ireland*, conformably with the Provisions of the Act 14 & 15 Vict. c. 42, between 1st April 1854 and 31st March 1855, both days inclusive.

DATE OF CONVEYANCE.	PURCHASER.	DESCRIPTION OF PROPERTY SOLD.	PURCHASE MONEY.
			£. s. d.
1855: March 12 - -	The Wexford Harbour Embankment Company, constituted and incorporated by "The Wexford Harbour Embankment Act, 1852" - - - - - - -	- - Her Majesty's Right, Title, Estate and Interest in several Pieces or Parcels of Land, formerly Mud Banks or Slobs, on the South side of the Harbour of Wexford, containing in the whole 2,321 A. 2 R. 21 P. Statute Measure, including therein 212 A. 3 R. 35 P. of Water Channels, as embanked and reclaimed from the Tidal Waters of Wexford, by and at the expense of the Company - - - - - - - - - - - - - -	395 10 -

Appendix, N° 33. - - - - - - - -

ABSTRACT of QUIT, &c., LEASEHOLD, and other RENTS in *Ireland*, for the Year ended on the 31st day
Commencement and

NAMES of COLLECTORS.	COUNTY or COLLECTION.	DESCRIPTION of RENTS.	CHARGE.					
			Arrears 31 March 1854.		Arrears Transferred, or brought to Charge.		Rental for the Year.	
			Solvent.	Insolvent.	Solvent.	Insolvent.		
			£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	
Harman Tarrant -	Athlone - -	Quit, &c. - -	4,175 16 2¼	2,947 8 9⅝	- - -	- - -	5,423 14 7¾	
		Leasehold - -	3,327 10 10¾	- - -	- - -	- - -	443 6 9¾	
		Grazing - -	- - -	- - -	- - -	- - -	13 12 6	
James A. Black - -	Bandon - -	Quit, &c. - -	3,368 13 5¾	14,079 16 6⅝	- - -	- - -	4,144 19 2⅛	
Evan Cameron - -	Belfast - - -	Quit, &c. - -	272 7 -⅛	501 7 -⅞	- - -	- - -	548 6 11	
John Stothard - -	Birr - - -	Quit, &c. - -	2,128 7 9⅞	760 19 6¼	944 7 5½	1,326 1 3⅛	5,059 15 7¾	
		Leasehold - -	2,648 19 3½	- - -	- - -	- - -	973 12 11	
John Clare - -	Coleraine - -	Quit, &c. - -	108 10 2½	299 1 4¼	- - -	- - -	180 13 10¾	
Golding Bird - -	Cork - - -	Quit, &c. - -	1,563 16 4⅝	456 19 1¾	- - -	- - -	2,089 16 1¾	
John Laffere - -	Drogheda - -	Quit, &c. - -	4,686 8 5	6,248 14 9⅛	- - -	- - -	6,214 6 6	
E. Eldred - - -	Dublin - -	Quit, &c. - -	1,230 1 10	5,297 2 6⅛	- - -	- - -	1,072 - 2¼	
		Leasehold - -	- - -	- - -	- - -	- - -	10 6 -	
		Rent-charges -	20 3 1½	- - -	- - -	- - -	188 11 3¾	
A W. Y. M'Lellan -	Galway - -	Quit, &c. - -	3,853 14 7⅛	5,230 12 10¼	- - -	- - -	3,607 8 4⅞	
		Leasehold - -	20 15 4½	- - -	- - -	- - -	35 10 9¼	
J. Wigelsworth - -	Limerick - -	Quit, &c. - -	4,376 8 9⅜	4,729 5 4⅝	- - -	- - -	5,366 16 3⅜	
		Leasehold - -	750 - -⅝	- - -	- - -	- - -	299 11 11¼	
		Grazing - -	- - -	- - -	- - -	- - -	132 - -	
		Occupation-rent -	- - -	- - -	- - -	- - -	12 15 11¼	
James Davidson - -	Londonderry - -	Quit, &c. - -	452 6 9¾	428 2 6⅝	- - -	- - -	607 3 5¾	
John Thorburn - -	Naas - - -	Quit, &c. - -	3,809 13 -⅜	9,969 4 8⅞	- - -	- - -	4,371 4 9⅛	
		Leasehold - -	- - 6	- - -	- - -	- - -	- 1 -	
Instalments on account of Balance due by late Collector - -	- - - -	- - - -	- - -	- - -	- - -	- - -	25 - -	
John Terry - -	Newry - - -	Quit, &c. - -	941 8 -¼	2,752 6 8⅞	- - -	- - -	1,798 12 7⅝	
		Leasehold - -	728 15 5⅛	- - -	- - -	- - -	425 15 9¾	
Austin Malley - -	Sligo - - -	Quit, &c. - -	2,157 - 7	2,779 7 8⅞	- - -	- - -	2,644 14 11¾	
H. Rundle - -	Waterford - -	Quit, &c. - -	3,360 3 10¾	9,345 13 8⅜	- - -	- - -	2,905 12 5¼	
George Matthews -	Wexford - -	Quit, &c. -	2,723 15 9½	924 16 7	- - -	- - -	3,542 13 11⅜	
		Leasehold - -	30 - -	- - -	- - -	- - -	30 7 -	
		£.	46,734 17 6¼	66,751 - -⅛	944 7 5½	1,326 1 3⅛	52,168 12 -⅞	
			£. 113,485. 17. 6. ⅜					

Certified, 21 June 1855.

Appendix, N° 33.

March 1855, showing the Amount of Revenue received within the Year, with the Arrears due at the ose thereof.

Acquittance Fees.	Totals.	DISCHARGE. Rents and Acquittance Fees received within the Year.	Rents Sold and Discharged.	Arrears on Rents Sold and Discharged.	Arrears Transferred, or Discharged. Solvent.	Arrears Transferred, or Discharged. Insolvent.	Arrears 31 March 1855. Solvent.	Arrears 31 March 1855. Insolvent.
£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
149 18 7	12,696 18 2⅜	5,811 12 6	3 5 10	- - -	- - -	- - -	3,913 1 8¼	2,968 18 2⅜
- -	3,770 17 8½	- - -	- - -	- - -	- - -	- - -	3,770 17 8½	—
- -	13 12 6	13 12 6	—	—	—	—	—	—
69 18 1	21,663 7 3½	4,441 19 4¼	38 14 7	3 19 2⅛	- - -	- - -	3,036 4 6¼	14,142 9 7⅝
8 15 10	1,330 16 10	553 11 7¾	- - -	- - -	- - -	- - -	272 7 -⅛	504 18 2⅛
89 10 9	10,309 2 5½	4,739 19 1½	32 16 8	4 3 6½	- - -	- - -	3,431 3 10⅞	2,100 19 2⅝
- -	3,622 12 2½	474 17 6	554 12 11	2,377 11 9½	6 - -	- - -	209 10 -	—
4 6 10	592 12 3½	182 5 4¼	- - -	- - -	- - -	- - -	109 8 8	300 18 3¼
50 17 5	4,161 9 1⅛	1,991 12 7½	1 17 4½	- - -	- - -	- - -	1,708 13 1⅜	459 5 11¾
97 14 4	17,247 4 -⅛	5,649 4 -	5 18 11	- 3 11⅞	- - -	- - -	5,301 14 6⅜	6,290 2 6⅞
19 17 9	7,619 2 3⅜	1,002 10 4¼	24 8 1½	12 4 -¾	- - -	- - -	1,244 6 6	5,335 13 2⅞
- -	10 6 -	10 6 -	—	—	—	—	—	—
- -	208 14 5¼	206 4 5½	- - -	- - -	- - -	- - -	2 9 11¾	—
83 8 7	12,875 4 5¼	4,723 9 9⅞	40 11 10¾	- - -	- - -	- - -	3,432 11 9⅞	5,278 10 10¾
- -	56 6 1¾	2 15 4½	- - -	- - -	- - -	- - -	53 10 9¼	—
27 15 8	14,600 6 1⅜	5,662 12 10½	10 5 9⅜	9 9 2⅜	- - -	- - -	4,216 3 6½	4,761 14 8⅛
- -	1,049 11 11⅞	37 14 8¼	- - -	- - -	- - -	- - -	1,011 17 3⅛	—
- -	132 - -	132 - -	—	—	—	—	—	—
- -	12 15 11¼	12 15 11¼	—	—	—	—	—	—
6 14 3	1,494 7 1⅛	658 12 8	- - -	- - -	- - -	- - -	403 15 4¾	431 19 -⅜
59 17 8	18,210 - 2⅜	4,259 16 4½	97 1 2⅞	38 5 7½	- - -	- - -	3,778 17 10⅜	10,035 19 1⅛
- -	- 1 6	- 1 3	- - -	- - -	- - -	- - -	- - 3	—
- -	25 - -	25 - -	—	—	—	—	—	—
31 4 1	5,523 11 5¾	1,725 14 3⅜	28 13 7¼	- - -	- - -	- - -	1,000 - 7½	2,769 2 11⅛
- -	1,154 11 2⅞	212 12 2½	- - -	- - -	- - -	- - -	941 19 -	—
63 3 11	7,644 7 2⅛	2,891 17 7¾	5 1 3	- - -	- - -	- - -	1,949 13 9¼	2,797 14 6⅛
57 19 -	15,669 9 -⅜	2,877 11 5½	41 1 4½	2 3 1⅜	944 7 5½	1,326 1 3⅛	2,404 4 3⅝	8,074 - -¼
63 7 8	7,254 14 -½	3,540 16 6	4 6 5½	- - -	- - -	- - -	2,782 3 -¼	927 8 -½
- -	60 7 -	25 7 -	- - -	- - -	- - -	- - -	35 - -	—
984 10 5							45,009 15 3⅞	67,179 14 8⅛
	£. 169,009 8 8⅝	51,206 13 6	888 16 -¼	2,448 - 6	950 7 5½	1,326 1 3⅛	£. 112,189. 10.	

(signed) *J. Burke*,
Clerk of the Quit-rents.

Appendix, N° 34.

INDEX TO THE ACCOUNTS;

1854–55.

ACCOUNTS of the Commissioner of Her Majesty's Woods, Forests and Land Revenues, for the Year ended 31st March 1855.

	Page
I.—CAPITAL of the Land Revenue	140
An Abstract, showing the Sources from which Capital Moneys have arisen in the Year 1854–55	144
Liability on account of Money borrowed upon Security of Land Revenue for the purposes of Metropolis Improvements	182
II.—INCOME of the Land Revenue, viz.:—	
Land Revenue	146
Windsor Forest and Parks	156
Royal Forests and Woodlands	158
Surplus Income paid over to the Exchequer	175
Balance Sheet (Income)	176
An Abstract, showing the Sources from which Income has been derived in the Year 1854–55	180
Unavailable Balances due to Income	182
An Account of Receipt and Expenditure under the Act 14 & 15 Vict. c. 76, intituled, "An Act to extinguish the Right of the Crown to Deer in the New Forest," &c.	183
An Account of Receipt and Expenditure under the Act 14 & 15 Vict. c. 43, intituled, "An Act for disafforesting the Forest of Hainault, in the County of Essex"	184
An Account of Receipt and Expenditure under the Act 16 & 17 Vict. c. 42, intituled, "An Act for disafforesting the Forest of Whittlewood, otherwise Whittlebury"	184
An Account of Receipt and Expenditure under the Act 16 & 17 Vict. c. 36, intituled, "An Act for disafforesting the Forest of Wychwood"	184
III.—NEW FOREST DRAINAGE, &c.	186
IV.—CHURCHES at SUNK ISLAND and NEWBOROUGH	186
V.—CHURCHES in DEAN FOREST	188
VI.—Vote: "SALARIES and EXPENSES in the OFFICE of WOODS, &c."	190
VII.—GENERAL ABSTRACT of RECEIPTS and PAYMENTS, showing also the Balances at the Commencement and Close of the Accounts, together with the Cash Balances in the several Banks	192

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

I.—AN ACCOUNT, showing the Receipt and Expenditure of The Commissioner 31st March 1855,

Dr. THE CAPITAL OF Per Acts 10 Geo. 4, c. 50,

RECEIPT.	£. s. d.	£. s. d.	Cash. £. s. d.	Stock and other Securities. £. s. d.
To Balances on the 1st of April 1854, viz:				
1st. Cash Balance, as per General Abstract at p. 192		23,283 1 7		
Due to Capital, for Advances on account of the removal of the Colonnade in Regent Street (per Act 11 & 12 Vict. c. 50)		4,778 18 11		
Due by the Trustees of Sunk Island Roads, for Advances out of Capital under the Act 15 & 16 Vict. c. 45		1,894 11 9		
			29,956 12 3	
2d. Stock, 3 per Cent. Consolidated Annuities				70,147 3 10
Stock, 3 per Cent. Reduced Annuities (Asgill House, at Richmond)				446 15 2
Stock, 3 ¼ per Cent. Annuities, Bank of Ireland				41,176 – 10
Exchequer Bill deposited by the Ulster Canal Company				500 – –
To Sales of Estates, &c.:				
England and Wales:				
Berks—Lands in and adjoining Pearman's Close at Windsor	330 – –			
Land in the Parish of New Windsor	40 – –			
		370 – –		
Bucks—The St. John's Wood Estate (*vide* p. 8)		3,500 – –		
Carmarthen—Lands at Talley, called Pantygarreglwyd	40 1 8			
Proceeds of Sale of Lands under the Proceedings for the Inclosure at Llanycrws	27 11 5			
		67 13 1		
Chester—Foreshore of the River Mersey at Birkenhead	277 6 3			
The Little Roodies: on account of Balance (£.250), one year's Instalment	50 – –			
		327 6 3		
Devon—Foreshore at Uplyme, near Lyme Regis (*vide* p. 9)	500 – –			
Foreshore of the River Torridge (Portions of)	360 – –			
		860 – –		
Dorset—Land in the Isle of Portland (*vide* p. 6 and 9)		175 – –		
Essex—Lands at Harwich	535 15 –			
Portions of the Crown Allotment at Hainault	270 – –			
Foreshore of the River Thames in the Parishes of Leigh and Prittlewell	200 – –			
Foreshore at Bemfleet Creek	25 – –			
		1,030 15 –		
Flint—Land in front of the Belvoir Hotel at Rhyl		13 10 –		
Kent—A Portion of the Maison Dieu Estate (*vide* p. 9)	1,050 – –			
Tidal Lands at Strood	315 – –			
Portions of the Foreshore of the River Medway	10 10 –			
		1,375 10 –		
Middlesex—Site at Pimlico, for the Office of the Duchy of Cornwall (*vide* p. 15)	4,300 – –			
Land within the Honor and Manor of Hampton Court	2 1 –			
		4,302 1 –		
Northampton—Harpole Mill and Premises near Northampton (*vide* p. 9)		2,500 – –		
Suffolk—The Chauntry Farm (Balance) (*vide* p. 9)	5,819 3 6			
St. Edmund's Farm (*vide* p. 10)	4,695 – –			
Portions of the Foreshore at Lowestoft Harbour	105 – –			
		10,619 3 6		
Surrey—Land in the Parishes of Egham, County Surrey, and Winkfield, County Berks (*vide* p. 10)	2,907 – –			
Garden Ground at Egham (*vide* p. 10)	140 – –			
		3,047 – –		
Sussex—Foreshore at Rye Harbour	100 – –			
The Crown's Reversionary Interest in Land at Cuckfield, required for a Burial Ground (*vide* p. 10)	48 – –			
The Crown's Reversionary Interest in Lands within the Manor of Cuckfield	23 13 4			
		171 13 4		
Carried forward £.		28,359 12 2	29,956 12 3	112,269 19 10

orests and Land Revenues, for the Year ended 31st March 1855.

f Her Majesty's Woods, Forests and Land Revenues, for the Year ended on the
n Account of—

HE LAND REVENUE, *Cr.*
nd 14 & 15 Vict. c. 42.

EXPENDITURE.	£. s. d.	£. s. d.	Cash. £. s. d.	Stock and other Securities. £. s. d.
y Purchases of Estates, &c.:				
England and Wales:				
Berks—A Brickfield at Windsor (*see* below for Enfranchisement) - -		1,450 - -		
Essex—The Gobions Farm (balance) (*vide* p. 12) - -	7,560 - -			
Land at Harwich - - - - - -	550 - -			
Mark's Warren Farm (deposit) - - -	480 - -			
		8,590 - -		
Kent—Southend Meadow at Eltham - - - - - - -		930 - -		
Lincoln—The Billingborough, &c. Estates - - - - -		175,705 - -		
Sussex—Cottages at Fulking - - - - - - - -		400 - -		
			187,075 - -	
y Purchase of Land adjoining Alice Holt Forest - - - - - - - - -			62 - -	
y Enfranchisements of Copyholds:				
Berks—A Brickfield at Windsor, held of the Manor of Clewer (*see* above for Purchase of the Copyhold) - - - - - - - - - - - - - - -			50 - -	
By Miscellaneous Payments:				
England and Wales:				
Return of a Deposit in 1847, on Sale of a Portion of the Glebe of Lilbourne Rectory - - - - - - - - - - - - -		170 - -		
Surveyors' Charges and Disbursements, in relation to Sales and Purchases of various Estates - - - - - - - - - - - -		1,653 10 10		
Cost of Survey, Map, &c. of the Forest of Epping, in relation to the Sale of the Forestal Rights - - - - - - - - - - -		325 - -		
Bill of Costs, in relation to the Enfranchisement of a Brickfield at Windsor		15 11 10		
Expenses attendant on the Exchange of Premises at Meux, County York -		4 3 10		
Commission of the Receiver for Wales, &c. on Sales of Fee-Farm Rents, Encroachments, &c. - - - - - - - - - - - -		159 2 8		
Carried forward - - - £.		2,327 9 2	187,187 - -	

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woo

Dr. I.—Receipt and Expenditure of the Commissioner of Her Majesty's Woo

Receipt—*continued.*			Cash.		Stock and other Securities.	
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s.	
Brought forward		28,359 12 2		29,956 12 3		112,269 19 1
To Sales of Estates, &c.—*continued.*						
Scotland:	£. s. d.					
Argyllshire—A Piece of Shore-ground at Loch Riddan	5 – –					
Fife—Burial Lairs in St. Andrew's Cathedral	10 – –					
Orkney—Lands in the Parishes of Kirkwall and St. Ola	3,990 – –					
Shetland—Shore-ground at Sandsair, Mouse Bay, Shetland	1 – –					
		4,006 – –				
Ireland:						
Cork—The Lands of King-Williamstown	15,255 5 7					
Dublin and Meath—The Reversionary Interest of the Crown in Portions of the Mornington Estates	797 15 –					
Galway—The Lands of Irvillaughter and Boughill £.7,825; Portions of the Lands of Cloonfaguey 150	7,975 – –					
Kerry—The Lands of Castlemaine	1,120 – –					
King's County—The Lands of Kilconcouse	8,390 – –					
Roscommon—The Lands of Laggan	3,700 – –					
Wexford—Slob or Mud Lands on the South Side of the Harbour	395 10 –					
		37,633 10 7				
Isle of Alderney:						
Land at Rocque Tourgée, Les Rochers, Chateau l'Etoc, and an Islet called "Hommet Herbe"		842 18 3				
				70,842 1 –		
To Sales of Unimprovable Rents, &c.:						
England and Wales—Fee Farm and Collection Rents		1,629 13 2				
Scotland—Surplus Teinds		921 9 11				
Ireland—Quit, &c. Rents		16,116 11 6				
				18,667 14 7		
To Sales of Encroachments in Wales, &c.		– – –		802 2 1		
To Enfranchisements of Copyholds:						
Copyhold Premises holden of the following Manors; viz.:						
Cambridge — Manor of Burwell Ramseys		526 – –				
Hertford — Manor of Hitchin		101 5 –				
Lincoln — Manor of Epworth		79 – –				
Lincoln — Manor of Goxhill		49 1 4				
Middlesex — Honor and Manor of Hampton Court		4 3 –				
Monmouth — Manors of Liswery and Libennith		187 10 –				
Norfolk — Manor of East Dereham		421 14 6				
Norfolk — Manor of Wymondham		185 17 6				
Surrey — Manor of Egham		636 15 10				
Surrey — Manor of Esher		961 6 –				
Surrey — Manor of Richmond		766 10 –				
				3,919 3 2		
Carried forward		£.		124,187 13 1		112,269 19 1

ests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

ests, &c. on Account of the "CAPITAL of the LAND REVENUE"—*continued.* *Cr.*

EXPENDITURE—*continued.*	£. s. d.	£. s. d.	Cash. £. s. d.	Stock and other Securities. £. s. d.
Brought forward - - -		2,327 9 2	187,187 – –	
MISCELLANEOUS PAYMENTS—*continued.*				
Scotland:				
Purchase Monies of Surplus Teinds returned to certain of the Caldhame Feuars in Brechin Parish - - - - - -	59 18 10			
Surveying, lotting, valuing and selling Lands in Orkney - - - - - - -	364 3 –			
		424 1 10		
Ireland:				
Bills of Mr. C. P. Brassington, for Commission, &c. on Sales of various Estates -	761 15 4			
Cost of advertising the Sale of Lands in Ireland - - - - - - - -	9 11 –			
		771 6 4		
			3,522 17 4	
3 per Cent. CONSOLIDATED ANNUITIES:				
Cost of £. 6,916. 8. 6. Stock purchased (*vide* p. 144) - - - - -			6,000 – –	
3 per Cent. REDUCED ANNUITIES:				
Cost of £. 14. 17. 1. Stock purchased (*vide* p. 144) - - - - -			13 10 3	
CASH ACCOUNT:				
Stock, 3 per Cent. Consolidated Annuities, sold for £. 73,380, and debited in Cash (*vide* p. 144) - - - - - - - - - - - -			- - -	77,000 – –
Stock, 3½ per Cent. Annuities Bank of Ireland, sold for £. 38,859. 8. 2., and debited in Cash (*vide* p. 144) - - - - - - - - - -			- - -	41,176 – 10
Carried forward - - - £.			196,723 7 7	118,176 – 10

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Dr. I.—Receipt and Expenditure of the Commissioner of Her Majesty's Woods,

Receipt—*continued.*	£.	s.	d.	£.	s.	d.	£.	s.	d.
				Cash.			Stock and other Securities.		
Brought forward - - -				124,187	13	1	112,269	19	10
To Sales of Land, Forestal Rights, &c., in the Royal Forests:									
New Forest - (Land) - - - - - - - -	14	15	–						
Dean Forest - (Land and Encroachments) - - - -	56	19	3						
Waltham Forest (Forestal Rights) - - - - -	123	–	–						
Epping Forest - - (ditto) - - - - - -	169	7	6						
				364	1	9			
To Dividends of Stock purchased out of Money received for Damage to Asgill House at Richmond - - - - - - - - - - - - -				13	10	3			
To Miscellaneous Receipts:									
Share of Surplus Money returned to the Allottees of Mansfield Woodhouse Inclosure, Notts - - - - - - - - - - - -				5	2	1			
To Cash Invested									
£. 6,000 invested in 3 per Cent. Consolidated Annuities, in the Names of the Lords Commissioners of Her Majesty's Treasury - - - - - -				-	-	-	6,916	8	6
£. 13. 10. 3. invested in 3 per Cent. Reduced Annuities, being Dividends (for the year ended 10th October 1854) of Stock which is to accumulate during the existing Lease of Asgill House at Richmond - - - - - - -				-	-	-	14	17	1
To 3 per Cent. Consolidated Annuities:									
Produce of £. 77,000 Stock sold (*vide* p. 143) - - - - - -				73,380	–	–			
To 3¼ per Cent. Annuities, Bank of Ireland:									
Produce of £. 41,176. 0. 10. Stock sold (*vide* p. 143) - - - - -				38,859	8	2			
£.				236,809	15	4	119,201	5	5

AN ABSTRACT, showing the Sources from which Capital

(*Vide* the foregoing

Page of Account.	HEAD OF RECEIPT.	England and Wales. £.	s.	d.	Scotland. £.	s.	d.	Ireland. £.	s.	d.	Isle of Man. £.	s.	d.	Isle of Alderney. £.	s.	d.
142	Sales of Estates, &c. - - -	28,359	12	2	4,006	–	–	37,633	10	7	-	-		842	18	3
142	Sales of Unimprovable Rents, &c. -	1,629	13	2	921	9	11	16,116	11	6	—			—		
142	Sales of Encroachments in Wales -	802	2	1	—			—			—			—		
142	Enfranchisements of Copyholds -	3,919	3	2	—			—			—			—		
144	Sales of Land, &c., Royal Forests -	364	1	9	—			—			—			—		
144	Dividends of Stock (Asgill House)	13	10	3	—			—			—			—		
144	Miscellaneous Receipts - -	5	2	1	—			—			—			—		
	£.	35,093	4	8	4,927	9	11	53,750	2	1	-	-		842	18	3

TOTAL RECEIPT - - - £. 94,613 14 11

ests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

ests, &c. on Account of the "CAPITAL of the LAND REVENUE"—*continued.* *Cr.*

EXPENDITURE—*continued.*			Cash.	Stock and other Securities.
			£. s. d.	£. s. d.
Brought forward - - -			196,723 7 7	118,176 – 10
BALANCES on the 31st March 1855, viz.:				
1st. Cash Balance, as per General Abstract at page 192 -		£. s. d. 33,651 3 9		
Due to Capital for Advances on account of the removal of the Colonnade in Regent Street (per Act 11 & 12 Vict. c. 50) - - - - - - -	£. s. d. 4,610 5 8			
Less, received on account of Assessment, made 1st November 1854 - - -	206 16 –			
		4,403 9 8		
Due by the Trustees of Sunk Island Roads, for Advances out of Capital, under the Act 15 & 16 Vict. c. 45 -		2,031 14 4		
			40,086 7 9	
2d. Stock, 3 per Cent. Consolidated Annuities - - - - - - -			- - -	63 12 4
Stock, 3 per Cent. Reduced Annuities (Asgill House, at Richmond) -			- - -	461 12 3
Exchequer Bill deposited by the Ulster Canal Company - - -			- - -	500 – –
		£.	236,809 15 4	119,201 5 5

NEYS have arisen in the Year ended on the 31st March 1855.

count for Details.)

HEAD OF EXPENDITURE.	England and Wales.	Scotland.	Ireland.	Isle of Man.	Isle of Alderney.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Purchases of Estates, &c. - -	187,075 – –	—	—	—	—
Purchase of Land adjoining Alice Holt Forest - - - -	62 – –	—	—	—	—
Enfranchisements of Copyholds -	50 – –	—	—	—	—
Miscellaneous Payments - -	2,327 9 2	424 1 10	771 6 4	—	—
£.	189,514 9 2	424 1 10	771 6 4	—	—

TOTAL EXPENDITURE - - - £. 190,709 17 4

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

II.—AN ACCOUNT, showing the Receipt and Expenditure of The Commissioner 31st March 1855

Dr. THE INCOME OF
Per Acts 10 Geo. 4, c. 50,

RECEIPT.

£. s. d.

1.—LAND REVENUE.

To Balance on the 1st April 1854:

For net available Balance, as detailed in Balance Sheet, pages 176 to 179 - - - - - - 56,266 7 9

To Crown Rents, &c., viz.:	England and Wales. £. s. d.	Scotland. £. s. d.	Ireland. £. s. d.	Isle of Man. £. s. d.	Isle of Alderney. £. s. d.
Arrears on the 1st April 1854 -	87,541 17 2	62,878 13 10	114,084 7 11	57 1 11	23 5 5
Rental for the Year 1854–55 -	198,158 18 9	23,655 1 –	54,401 19 10	1,819 9 6	737 13 3
Rents not in charge with the Receivers, &c. - - -	464 12 2	—	—	—	—
Total Sums receivable - £.	286,165 8 1	86,533 14 10	168,486 7 9	1,876 11 5	760 18 8
Deduct,—					
Rents and Arrears discharged	191 7 2	3,496 – 2	5,613 5 3	- - -	– 1 8
Land Tax, &c. allowed on Welsh Rents - - -	663 9 10	—	—	—	—
Rents repaid, and Remissions of Rents - - - -	822 4 2	1,796 18 –	6 9 4	—	—
Arrears on the 31st March 1855 - - - - -	84,820 18 8	56,207 16 5	112,797 1 3	124 19 10	—
Total Deductions - £.	86,497 19 10	61,500 14 7	118,416 15 10	124 19 10	– 1 8
Difference, being the Rents received in 1854–55 - -	199,667 8 3	25,033 – 3	50,069 11 11	1,751 11 7	760 17 –

£. 277,282 9 – - - - - - 277,282 9 –

To Profits of Manors, &c.:

Receipts, in 1854–55, on account of the following Manors, viz.:

	£. s. d.
Barton, Barrow and Goxhill - - - Lincoln -	160 10 1
Bromfield and Yale, Lordship of - - Denbigh -	119 8 8
Burwell Ramseys - Cambridge	113 3 10
Clewer Brocas - - Berks -	2 5 4
Creuddyn, Hundred of Carnarvon	1 6 4
Croythin, Lordship of Cardigan -	2 4 –
Cyfoeth-y-brenin - Cardigan -	– 5 –
Dedworth Mansel - Berks -	1 12 8
Denbigh, Lordship of - Denbigh -	71 16 9
Dunstable - - - Bedford -	49 6 6
East and West Deeping Lincoln -	155 10 1
East Dereham - - Norfolk -	284 1 9
East Greenwich - Kent -	63 6 3
Egham - - - Surrey -	503 19 11
Grumboldash, Hundred of - - - Gloucester	1 6 4
Hampton Court - - Middlesex -	417 13 10
Hitchin, Portman and Foreign - - - Herts -	76 2 5
Liswery and Libennith Monmouth	– 4 6
Lyndhurst - - Hants -	22 3 2
Mabwnion - - Cardigan -	– 8 –
Macclesfield - - Chester -	5 13 4
Carried up - - £.	2,062 8 9

	£. s. d.
Brought up - - -	2,062 8 9
Mevenith - - - Cardigan -	2 – –
Muchland - - - Lancaster -	121 4 9
Nantconway, Hundred of - - - - Carnarvon	40 – –
Pangdean - - - Sussex -	9 14 9
Penllyn, Lordship of - Merioneth	142 19 6
Perching - - - Sussex -	40 14 1
Perverth - - - Cardigan -	1 – –
Portland - - - Dorset -	1,040 8 1
Poynings - - - Sussex -	2 – 2
Prestatyn, Hundred of Flint -	7 7 –
Rialton - - - Cornwall -	49 4 4
Richmond - - - Surrey -	439 15 6
Shefford - with - Campton - - - Bedford -	8 10 –
South Ugre - - Radnor -	5 – –
Talley - - - Carmarthen	4 12 9
Torver - - - Lancaster -	29 3 6
Uchaf and Isaph, Hundred of - - - Carnarvon	1 8 –
Uwchgorfai, Hundred of - - - - Carnarvon	74 11 –
West Walton - cum - Membris - - Norfolk -	23 7 6
Wymondham - - Norfolk -	164 15 11

4,275 5 7

Carried forward - - - £. 337,824 2 4

Forests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

f Her Majesty's Woods, Forests and Land Revenues, for the Year ended on the
n Account of—

'HE LAND REVENUE, *Cr.*
nd 14 & 15 Vict. c. 42.

EXPENDITURE.	£. s. d.	£. s. d.
1.—LAND REVENUE.		
By Fees and Expenses paid to the Keeper of the Land Revenue Record Office:		
For enrolling Sales, Purchases, Leases and Miscellaneous Documents (England and Wales)	- - -	866 9 -
By Salaries and per Centage of Receivers, &c.:		
England and Wales	4,550 7 11	
Scotland	1,487 3 7	
Ireland	846 14 -	
Isle of Man	230 - -	
Isle of Alderney	50 - -	
		7,214 5 6
By Salaries and per Centage of Stewards of Manors, &c. (England and Wales)	- - -	327 12 6
By Incidental Expenses of Receivers, &c.:		
England and Wales	135 9 5	
Scotland	31 4 -	
Ireland	66 1 9	
Isle of Man	5 - 11	
Isle of Alderney	1 1 3	
		238 17 4
By Incidental Expenses of Stewards of Manors, &c. (England and Wales)	- - -	297 6 6
By Surveys, &c. of Crown Property:		
England and Wales:		
Professional Charges and Expenses for Surveys, Plans, &c., in relation to the Management of Crown Property	4,591 16 6	
Less,—Credits in Aid	851 12 9	
£.	3,740 3 9	
Scotland:		
Surveys, Plans, Reports, &c., in relation to various Estates	212 17 5	
Ireland:		
Surveys, Reports, &c.	14 7 6	
Isle of Man:		
Survey and Estimate of the Beach Road at Ramsey	2 - -	
		3,969 8 8
Carried forward £.	- - -	12,913 19 6

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Dr. II.—Receipt and Expenditure on Account of the "Income of the

	£. s. d.	£. s. d.
Brought forward - - -	- - -	337,824 2 4

1.—Receipt from Land Revenue—*continued.*

To Profits of Mines, &c. (*Rents and Royalties*), viz.:	MINES.		QUARRIES.
England and Wales:	Coal, 412,028 Tons, raised in 1854.	Iron, 76,205 Tons, raised in 1854.	Stone.
Mines in Dean Forest:—(*Gloucester.*)	£. s. d.	£. s. d.	£. s. d.
Arrears due at Christmas 1853, viz.:			
Dead Rents - - - -	13,019 1 6	639 12 6	—
Tonnage - - - - -	2,002 5 9	78 5 7	—
Arrears due at Michaelmas 1853 -	- - -	- - -	447 4 9
Tonnage, one Year to Christmas 1853 - - - - - -	3,286 6 7	1,070 17 10	—
Added to make up minimum Tonnage, or Dead Rent - -	2,398 3 6	224 - -	—
Yearly Rents, one Year to Michaelmas 1854 - - - - -	- - -	- - -	86 2 8
Total Sums receivable - £.	20,705 17 4	2,012 15 11	533 7 5
Deductions,—			
Short Workings of prior Years allowed out of over-workings of present Year - - - - -	373 5 2	24 8 9	—
Arrears due at Christmas 1854, viz.:			
Dead Rents - - - -	13,669 6 2	789 13 9	—
Tonnage - - - - -	1,870 8 7	448 5 11	—
Arrears due at Michaelmas 1854 -	- - -	- - -	469 5 3
Total Deductions - £.	15,912 19 11	1,262 8 5	469 5 3
Rents and Royalties received in 1854-5 - - - - - -	4,792 17 5	750 7 6	64 2 2

	£. s. d.	£. s. d.	£. s. d.
		5,607 7 1	
Fees on Transfers, &c. - - - - -		9 9 6	
Licenses for Tramways - - - - -		4 4 -	
Total Receipt from Mines in Dean Forest - - - £.			5,621 - 7

Mines in Chopwell Woods:—(*Durham.*)

The Crown's Proportion of Royalties received from the Lessees of Garesfield Colliery, in the Year 1854; viz.

	£. s. d.	£. s. d.	£. s. d.
Arrears due on the 1st January 1854 - -		606 16 11	
Tennage, 1 year to 31st December 1854; viz.			
17 Tens, 108 bolls, at 16*s.* per ten	13 15 11		
Certain Rent, 1 year, to 11th November 1854 - - -	50 - -		
		63 15 11	
			670 12 10
Less,—Arrears due on the 31st December 1854 -			63 15 11
Total Receipt from Mines in Chopwell Woods - -			606 16 11
Carried forward - - - £.			6,227 17 6 337,824 2 4

orests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

AND REVENUE," for the Year ended on the 31st March 1855—*continued.* *Cr.*

	£. s. d.	£. s. d.
Brought forward - - -	- - -	12,913 19 6
1.—EXPENDITURE for Land Revenue—*continued.*		
By EXPENSES connected with the MINES in DEAN FOREST and CHOPWELL WOODS; viz.:		
MINES IN DEAN FOREST:——(*Gloucester.*)		
Salaries and Allowances: £. s. d.	£. s. d.	
Deputy Gaveller - - - - - - - 400 - -		
Clerk to ditto - - - - - - - 100 - -		
TOTAL for Salaries and Allowances - - - £.	500 - -	
Day Labour on Mineral Survey, &c. - - - - -	107 12 6	
Gale Dinners - - - - - - - - - -	25 4 -	
Rent of Gaveller's Office - - - - - - - -	10 - -	
Rates, Taxes, &c. on ditto - - - - - - - -	1 17 6	
Stationery, Postage, Parcels, Advertisements and Incidental Expenses - - - - - - - - - -	55 19 9	
Legal Expenses, &c. - - - - - - - - -	37 12 10	
Remuneration allowed to the late Deputy Gaveller for Services rendered subsequently to the Date of his Resignation of Duties - - - - - - - - - - -	170 7 11	
Travelling and Personal Expenses of a Clerk - - - -	11 9 9	
Moiety of Tonnage paid over to certain Owners of Freehold Land, after deduction of 2½ per Cent. for Collection (per Act 1 & 2 Vict. c. 43) - - - - - - - - -	57 16 11	
TOTAL EXPENDITURE for MINES in DEAN FOREST - - - £.		978 1 2
MINES IN CHOPWELL WOODS:——(*Durham.*)		
£. s. d.		
Paid for an Inspection and Report - - - - - - 29 8 -		
TOTAL EXPENDITURE for MINES in CHOPWELL WOODS - - - £.		29 8 -
		1,007 9 2
Carried forward - - - £.		13,921 8 8

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Dr. II.—Receipt and Expenditure on Account of the "Income of the

	£. s. d.	£. s. d.
Brought forward - - -	6,227 17 6	337,824 2 4
1.—Receipt from Land Revenue—*continued.*		
To Profits of Mines, &c. (*Rents and Royalties*)—(continued)—viz.:	£. s. d.	
England and Wales:		
Cardigan - - - - (Mines and Quarries) - - - - - -	322 13 1	
Carnarvon - - - - - - (ditto) - - - - - -	2,033 12 9	
Denbigh - - - - - - - (ditto) - - - - - -	42 17 1	
Flint - - - - - - - - (ditto) - - - - - -	248 3 8	
Merioneth - - - - - - (ditto) - - - - - -	334 1 5	
York - - - - - (Lead Mines, &c.) - - - - - -	355 9 6	
	3,336 17 6	
Isle of Man:		
Lead Mines - - - - - - - - - - - - -	4,431 13 11	
Iron Mines - - - - - - - - - - - - -	58 14 1	
Lime Quarries - - - - - - - - - - - -	40 – –	
Marble (2*l.* 10*s.* 9*d.*), Stone (1*l.* 15*s.*), Slate (1*l.*), Granite (2*l.* 7*s.* 7*d.*), Quarries - - - - - - - - - - - -	7 13 4	
	4,538 1 4	
		14,102 16 4
To Fines on the Renewal of Crown Leases:		
England and Wales - Middlesex: Fine on Renewal of the Lease of No. 50, Duke Street, St. James' - - - - - - - - - -	- - -	200 – –
To Fees on Acquittances of Rents in Ireland - - - - - - - - -	- - -	1,084 10 5
To Fees for Leases, Conveyances, Assignments, &c.:		
Fees received, viz.:	£. s. d.	
England and Wales - - - - - - - - - -	1,985 9 7	
Less—Payments made thereout - - - - - - -	203 11 5	
	1,781 18 2	
Scotland - - - - - - - - - - - - - - -	2 2 –	
Ireland - - - - - - - - - - - - - - -	307 13 –	
Isle of Man - - - - - - - - - - - - - -	31 16 7	
Isle of Alderney - - - - - - - - - - - - - -	10 7 6	
		2,133 17 3
To Sales of Produce of Crown Estates:		
England and Wales:		
Berks - - King's Meadow, Reading - - (Grass) - - - - -	148 2 4	
Essex - - - Allotment at Hainault - - - (Timber, Cordwood, &c.) - - -	12,997 6 6	
Gloucester - Hagloe Estate - - - - (Timber) - - - - -	960 10 –	
Kent - - - Eltham Woods - - - - (Timber, Bark, Underwood, &c.)	483 6 7	
Northampton Harpole Mill - - - - (Timber) - - - - -	35 9 –	
Surrey - - Englefield Green Farm, Egham - (Trees) - - - - -	127 – –	
Old Deer Park, Richmond - - (Timber) - - - - -	11 10 –	
Site of Militia Depôt, Richmond - (Elm Trees) - - - -	4 – –	
Sudbrook Park - - - - (Windfall Trees) - - -	8 15 –	
Sussex - - Poyning's Estate - - - - (Timber, Underwood, &c.) -	1,847 16 11	
York - - - Sutton Grange Estate - - - (Timber, &c.) - - - -	145 – –	
Woodhouse Grange Estate - - (Poles, &c.) - - - -	321 – –	
£.	17,089 16 4	
Scotland:		
Caithness - Scrabster Quarry - - - - (Flag Stones) - - - -	47 10 –	
Ireland:	£. s. d.	
Galway - - Irvilloughter Estate - - - (Grazing) - -	13 12 6	
Limerick - - King's Island - - - - (ditto) - -	132 – –	
	145 12 6	
		17,282 18 10
Carried forward - - - £.		372,628 5 2

Forests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

Land Revenue," for the Year ended on the 31st March 1855—*continued.* *Cr.*

		£. s. d.	£. s. d.	£. s. d.
	Brought forward - - -			13,921 8 8
	1.—Expenditure for Land Revenue—*continued.*			
	By Repairs and Improvements of Crown Estates:			
	England and Wales:			
Berks -	- Shaw Farm, Windsor: New Farm House and Offices, including Superintendence, &c. (Balance) -	4,263 3 1		
	Windsor: Removal of a Cottage from the Home Park to Clay Hall Farm (Balance) - -	84 2 5		
	Ditto - New Roads - - - - - - -	930 - -		
	Ditto - Repairs of Cottages - - - - -	51 - 3		
			5,328 5 9	
Cornwall	- Rialton Estate: New Buildings and Repairs - -	- - -	596 14 6	
Cumberland -	Lanercost: Repairs of Banks of the River Irthing -	- - -	11 16 3	
		£. s. d.		
Dorset -	- Portland Pier: Construction of a new Landing-place (on account) (*vide* p. 5) - - - - -	615 - -		
	Gillingham: Drainage, Fencing, &c., on various Farms	470 14 11		
			1,085 14 11	
Essex -	- Allotment at Hainault: General Management, Drainage, &c. - - - - - - - -	1,166 19 7		
	Gobion's Farm: Drainage - - - - - - -	183 13 2		
	Harwich: Repairs of Sea Wall, Salary of Superintendent, &c. - - - - - - -	35 5 -	1,385 17 9	
Gloucester	- Hagloe Estate: Fencing, &c. - - - - -	- - -	16 12 2	
Hunts -	- Great Staughton Estate: Manor Farm - - -	- - -	18 19 6	
		£. s. d.		
Isle of Wight,	Carisbrooke Castle: Repairs, &c. (including Superintendence) - - - - - - - -	112 4 1		
	Great Park Farm: Erection of Labourers' Cottages -	275 - -		
			387 4 1	
Kent -	- Eltham Estate: Repairs of the Old Banquetting Hall (including superintendence) - -	175 - -		
	Ditto - - Repair of Farm Premises - - -	46 17 5		
	Eltham Woods: Repairs of Fences, Salary of Woodreeve, &c. - - - - - -	122 8 8		
			344 6 1	
Lincoln	- Barrow Estate: Drainage - - - - - - -	- - -	155 - -	
Merioneth	- Sychnant Farm: Facing part of the Mountain Fence -	- - -	19 5 -	
		£. s. d.		
Middlesex	- No. 1, Whitehall Place: Repairs, &c. in the rear of the Premises - - - - - - - - - -	4 18 -		
	Building Ground near Victoria Park: Cost of a Specimen of Wood Fence - - - - - - - -	2 7 -		
			7 5 -	
Nottingham -	Balderton, the 100 Acres Farm: New Farm House and Buildings -		315 - -	
Suffolk	- Shrimpling Park Farm: New Cattle Shed (towards the Cost of) - -		50 - -	
Surrey	- Egham Estate: Englefield Green Farm: Repairs of Buildings - - - - - - - - -	£. s. d. 400 - -		
	Ditto - - - ditto - - Drainage -	359 8 9		
	Ditto - A new Road (1 *l.* 5 *s.*), a Garden Wall (3 *l.*)	4 5 -		
	Ham Common: Repairs of a Cottage - - - -	15 17 -		
	Old Deer Park, Richmond: Works and Repairs - -	127 18 2		
			907 8 11	
Sussex	- Aburton Farm, Poynings: New Buildings (Balance) -	238 17 -		
	Ditto - - - Drainage - - - -	77 19 6		
	New House Farm - ditto - - - -	140 1 3		
	Poynings Woods: Repairs of Fences, Salary of Woodreeve, &c. - - - - - - - - -	192 9 6		
			649 7 3	
York -	- Acklome Estate: Fencing, and Crown's proportion of the Expense of Inclosure of the Wold - - -	523 18 6		
	Northstead Estate: Drainage Works and Superintendence - - - - - - - - -	205 19 2		
	Sunk Island: Erection of new Buildings on various Farms, Brickmaking, &c. - - - - - - - -	5,724 4 6		
	Sunk Island Roads: One-nineteenth part of the Sum (2,144*l.* 11*s.* 9*d.*) advanced out of Capital, under the Act 15 & 16 Vict. c. 45 - - - - - - -	112 17 5		
	Thornton Brigg's Estate: New Buildings and Repairs (including Superintendence) - - - - - -	1,180 1 9		
	Woodhouse Grange Estate: New Buildings, Fencing, &c. (including Superintendence) - - - - - -	3,802 16 4		
	Ditto - - Drainage - - - - - -	2,506 2 6		
			14,056 - 2	
	Carried forward - - - £.		25,334 17 4	13,921 8 8

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Dr. II.—Receipt and Expenditure on Account of the "Income of the

	£. s. d.	£. s. d.	£. s. d.
Brought forward - - -			372,628 5 2
1.—Receipt from Land Revenue—*continued.*			
To Interest of Money:			
England and Wales:			
Interest of 5,000 *l.*, part of the Debt of the Trustees of the Dean Forest Roads (1 Year to 1845, at 4 per Cent.) - - - - - - -	200 - -		
Interest of 500 *l.*, part of the Debt of the Trustees of the Dean Forest Roads (1 Year to 1854, at 4 per Cent.) - - - - - - - -	20 - -		
Interest of Balance of Advances out of Capital for the removal of the Colonnade in the Regent's Quadrant (at 5 per Cent.) - - - - -	239 4 8		
Interest of Arrears of Rent of Lands in Barton, Barrow and Goxhill, County Lincoln - - - - - - - - - - -	25 11 6		
Dividends on 100 *l.* Share (formerly the property of W. H. White) in the Sleaford Navigation Company (3 years) - - - - - - - -	24 - -		
		508 16 2	
Scotland:			
Interest on the running Balance of the Woods and Forests Fund at the Royal Bank at Scotland, during the Year 1854 - - - - - -	328 3 4		
Interest of the Cadboll Surplus Teinds - - - - - - - -	52 13 4		
Bank Interest of Money imprested for the discharge of the Claims of certain of the Caldhame Feuars in Brechin Parish - - - - - -	3 2 6		
		383 19 2	
Ireland:			
Dividend of 41,176 *l.* 0 *s.* 10 *d.* Stock, 3¼ per Cent. Annuities, Bank of Ireland (One year) - - - - - - - - - - -	1,338 4 4		
Interest of an Exchequer Bill for 500 *l.*, deposited by the Ulster Canal Company - - - - - - - - - - - - - -	12 5 11		
		1,350 10 3	
Sources generally:			
Dividend of 77,063 *l.* 12 *s.* 4 *d.* Stock, 3 per Cent. Consolidated Annuities, Bank of England (Half a year) - - - - - - - - -	1,155 19 1		
Dividend of 63 *l.* 12 *s.* 4 *d.* Stock, 3 per Cent. Consolidated Annuities, Bank of England (Half a year) - - - - - - - - - -	- 19 1		
		1,156 18 2	
To Haymarket:——(*Regent's Park.*) (Per Act 11 Geo. 4, c. 14):			3,400 3 9
Tolls collected in the Year ended 31st December 1854 - - - - - - - - - -			248 11 2
To Rolls Estate (per Act 1 Vict. c. 46):			
Rents, viz.:	£. s. d.	£. s. d.	
Arrears on the 5th January 1854 - - - - - - - -	423 5 6		
Rental for the Year 1854 - - - - - - - - -	1,524 8 9		
		1,947 14 3	
Arrears discharged - - - - - - - - - - -	126 5 -		
Arrears on the 5th January 1855 - - - - - - - -	221 15 6		
		348 - 6	
			1,599 13 9

To Rents, &c. of the King-Williamstown Estate, County Cork:	Farms. £. s. d.	Houses. £. s. d.	Grazing. £. s. d.		
Rents, viz.:					
Arrears on the 1st November 1853 - - - -	1,054 11 -	42 3 3	39 7 5		
Rental for the Year (after deduction of Sums accounted for in the prior Year, 1853–54) - -	651 6 -	38 16 9	49 12 6		
£.	1,705 17 -	81 - -	88 19 11		
Less, Arrears on the 1st November 1854 - -	987 11 2	42 7 3	40 11 1		
£.	718 5 10	38 12 9	48 8 10		
Received on account of next Year's Collection -	19 10 -	6 13 5	1 3 8		
Rents received in 1854–55 - - - - -	737 15 10	45 6 2	49 12 6		
Town and Model Farms:					
Sales of Live Stock, &c.:	£.	832 14 6			
Horses - - - - - - - - -	16 - -				
Cows - - - - - - - - -	16 19 6				
Bulls - - - - - - - - -	53 2 -				
Donkeys - - - - - - - - -	- 13 6				
Calves - - - - - - - - -	- 7 10				
Sheep - - - - - - - - -	156 7 4				
Pigs - - - - - - - - -	9 7 -				
		252 17 2			
Sales of Rye Seed (5 *l.* 18 *s.*), Barley (10 *s.*) - -	6 8 -				
Wool - - - - - - - -	52 3 6				
Butter (103 *l.* 16 *s.* 9 *d.*), Milk (1 *l.* 9 *s.* 1 *d.*), Meat (1 *l.* 9 *s.* 2 *d.*) - - - - -	106 15 -				
Implements, Old Materials, &c. - - -	4 19 6				
		170 6 -			
Received for Grazing of Cattle on the Model Farm - - -		124 1 11			
Rent of a Cottage on the Model Farm - - - - -		1 10 -			
£.		1,381 9 7	- - -		1,381 9 7
Carried forward - - - £.					379,258 3 5

orests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

AND REVENUE," for the Year ended on the 31st March 1855—*continued.* *Cr.*

	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Brought forward			25,334 17 4	13,921 8 8
1.—EXPENDITURE for Land Revenue—*continued.*				
Repairs and Improvements of Crown Estates—*continued.*				
Less,—Credits in Aid, viz.:	£. s. d.			
Berks—Received the proportion of the Expenditure on Buildings at Shaw Farm, Windsor, agreed to be paid by His Royal Highness Prince Albert	5,315 17 1			
Received from His Royal Highness Prince Albert a moiety of the Cost of removal of a Cottage from the Home Park to Clay Hall Farm, Windsor	132 1 3		5,447 18 4	
Scotland:				
Caithness—Draining, Fencing, &c. on Scrabster and Lythmore Farms	559 7 11		19,386 19 –	
Stirling—Draining, Fencing, &c. on Stirling Park Farm	254 15 5			
Orkney—Repairs of Crantit House, &c. &c., at Kirkwall	13 13 –			
			827 16 4	
Ireland:				
King's County—Fencing on the Lands of Kilconcouse	20 – 8			
Limerick—Sundry Works, &c. on King's Island	81 15 10			
			101 16 6	
Isle of Alderney—Repairs of Public Roads, Quays, &c.			14 2 6	
				20,330 14 4
ALLOWANCES TO CROWN TENANTS:				
Allowances to various Tenants for Improvements and Repairs of Buildings, Roads, Drains and Fences, viz.:				
England and Wales			40 10 –	
Scotland			51 13 8	
				92 3 8
RATES AND TAXES ON CROWN PROPERTY:				
Property Tax allowed to Crown Tenants, viz.:	£. s. d.			
England and Wales	8,028 16 4			
Less,—Credit in aid	3 18 9			
			8,024 17 7	
Scotland			620 11 8	
Ireland			1,238 19 –	
		£.	9,884 8 3	
Land Tax, Paving and Lighting, Poor, Highway and Church Rates, or Donations in lieu thereof, viz.:	£. s. d.	£. s. d.		
England and Wales	994 12 2			
Less,—Credit in aid	18 8 3			
		976 3 11		
Scotland		1,063 3 11		
Ireland		108 15 6		
			2,148 3 4	
				12,032 11 7
QUEEN'S ROAD, KENSINGTON:				
Maintenance and Repairs of Road, Footpaths, Lodges, &c., Gatekeepers' Salaries and Liveries, Lighting and Watering, Rates and Taxes on Lodges, &c.			452 9 3	
Less,—Proportion of the Expense of Maintenance, &c. paid by the Tenants			258 7 –	
				194 2 3
HAYMARKET (*Regent's Park*):—(Per Act 11 Geo. 4, c. 14):				
Salary, &c. of Clerk of the Market, Rent of Office, &c.			– – –	130 1 6
ROLLS ESTATE (per Act 1 Vict. c. 46):				
Professional Charges and Expenses of the Official Architect for the Year 1854			11 11 –	
Property Tax allowed to Tenants (58 *l.* 8 *s.* 11 *d.*), Land Tax (4 *l.* 11 *s.* 8 *d.*)			63 – 7	
Donations, &c. (9 *l.* 4 *s.*), Receipt Stamps (2 *s.* 5 *d.*)			9 6 5	
				83 18 –
PAYMENTS FOR THE KING-WILLIAMSTOWN ESTATE, County Cork:				
Salary (200 *l.*), and Travelling Expenses of the Agent (27 *l.* 4 *s.* 4 *d.*)			227 4 4	
Repairs of Buildings, Fences, Roads, Drains, &c.		£. 103 10 3		
Rent of a Limestone Quarry		19 10 6		
Burning Limestone, &c. (29 *l.* 8 *s.* 9 *d.*), Turf for the Limekiln (16 *l.* 4 *s.* 11 *d.*)		45 13 8		
Rates, Taxes, Tithes, &c. (158 *l.* 19 *s.* 2 *d.*), Donations to Churches (64 *l.* 10 *s.*)		223 9 2		
Wages of Caretaker (8 *l.*), Pay of a Writing Clerk (25 *l.* 12 *s.*)		33 12 –		
Stationery and Contingencies		23 3 3		
Allowed to sundry Tenants (1 Gale of Rents)		20 10 –		
			469 8 10	
TOWN AND MODEL FARMS:				
Reclamation of Land (8 *l.* 17 *s.* 2 *d.*), Cultivation (39 *l.* 12 *s.* 8 *d.*)		48 9 10		
Herding and attending Cattle (33 *l.* 3 *s.*), Cutting Hay (24 *l.* 16 *s.* 3 *d.*)		57 19 3		
Purchase of Live Stock		30 4 6		
Expenses of selling Live Stock at Limerick Fair		7 4 6		
Provender, &c. for Cattle and Horses		13 15 11		
Veterinary Expenses, Cattle, Medicine, &c.		3 2 1		
Seeds, Plants, &c. (5 *l.* 1 *s.* 10 *d.*), Implements, Harness, &c. (15 *l.* 17 *s.* 1 *d.*)		20 18 11		
Materials, &c. for Repairs		2 14 6		
Wages of Dairy Maids		22 9 –		
Rent of Town and Model Farms		166 5 6		
			373 4 –	
				1,069 17 2
Carried forward			£.	48,354 17 2

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods

Dr. II.—Receipt and Expenditure on Account of the "Income of th

	£.	s.	d.	£.	s.	d.
Brought forward - - -				379,258	3	5
1.—Receipt from Land Revenue—*continued.*						
To Interest of Purchase Moneys of Estates Sold:						
England and Wales:						
Chester—Interest of the Balance of the Purchase Money (250 *l.*) of the Little Roodies -	10	–	–			
Norfolk—Interest of Purchase Money (460 *l.* 12 *s.* 6 *d.*) of Land in Marshland Fen at Emneth - - - - - - - - - - - - - - - - -	92	3	4			
Radnor—Interest of Balance (260 *l.*) of Purchase Money of part of the Northwood Estate	266	12	–			
Suffolk—Interest of Balance (5,819 *l.* 3 *s.* 6 *d.*) of Purchase Money of the Chauntry Farm at Brundish - - - - - - - - - - - - - - - -	18	15	4			
Suffolk—Interest of Balance (3,160 *l.*) of Purchase Money of the St. Edmund's Farm at Brundish - - - - - - - - - - - - - - - -	3	11	9			
£.	391	2	5			
Ireland:						
King's County—Interest of Balance (6,292 *l.* 10 *s.*) of Purchase Money of the Lands of Kilconcouse - - - - - - - - - - - - - - - -	39	13	–			
				430	15	5
To Superannuation Fund (per Act 4 & 5 Will. 4, c. 24):						
Deductions from Salaries paid in the Year 1854–55 - - - - - - - - -	-	-	-	475	1	10
To Miscellaneous Receipts:						
England and Wales:						
Received from the King of the Belgians, Annuity in consideration of outlay of 934 *l.* 15 *s.* 4 *d.* on a Bridge erected over the River Mole, at Esher (1 Year) - - - - - -	98	10	–			
Received from the Commissioners of Her Majesty's Works, &c. the Amount paid in 1852 for Repairs of Hampton Court Paddocks - - - - - - - - - -	98	–	7			
Receipts in respect of Dilapidations, &c., viz.:	£.	s.	d.			
In respect of the Great Staughton Estate - - - - - -	326	–	–			
" Harpole Mill Farm - - - - - - - -	75	10	–			
" Land at Kidbrook, parcel of the Eltham Estate - -	30	–	–			
" Fence Piece Farm, at Barking - - - - -	20	–	–			
	451	10	–			
For the use of Section L. of Hainault Allotment as a Deposit for Timber (15 *l.*), Sales of Gravel, &c. (8 *l.* 9 *s.* 2 *d.*) - - - - - - - - - - - - - -	23	9	2			
Acknowledgments of the Crown's Title to various portions of Shore Ground - - -	64	–	–			
Wharfage Dues collected at Stone Creek, Sunk Island - - - - - - - -	19	19	5			
Various Receipts of small Amount - - - - - - - - - - - - -	31	2	9			
£.	786	11	11			
Scotland:						
Repayment of Cess on Lands in Orkney (sold in 1848) - - - - - - - -	18	14	7			
Ireland:						
Fine for Turf-cutting on the Curragh of Kildare - - - - - - - - - -	1	–	–			
Isle of Alderney:						
Difference in Currency on Imprests made during the Year to the Receiver of the Revenues of the Island - - - - - - - - - -	£.	s.	d.			
	9	5	6			
Sales of Bushes from Longy Pond - - - - - - - - -	–	13	4			
	9	18	10			
				816	5	4
Total for "Land Revenue" - - Carried forward - - - £.				380,930	6	–

orests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

AND REVENUE," for the Year ended on the 31st March 1855—*continue d.* *Cr.*

			£. s. d.
		Brought forward - - -	48,354 17 2
1.—EXPENDITURE for Land Revenue—*continued.*			
Y FIXED CHARGES, PENSIONS, STIPENDS, AND ALLOWANCES:			
Permanent Pensions and Allowances, Stipends to Ministers, Allowances to Universities, Schools, Hospitals, &c., viz.:		£. s. d.	
England and Wales - - - - - - - - - - - - - -		5,454 6 3	
Scotland - - - - - - - - - - - - - - -		1,830 3 3	
Ireland - - - - - - - - - - - - - - -		162 10 –	
Isle of Man - - - - - - - - - - - - - -		30 17 2	
Isle of Alderney - - - - - - - - - - - - -		95 – –	
			7,572 16 8
Y DONATIONS TO CHURCHES, SCHOOLS, &c.:			
Donations towards the Building, Enlargement and Repairs of Churches and Parsonage Houses, and Subscriptions to Schools, Hospitals, &c., viz.:			
England and Wales - - - - - - - - - - - - -		377 17 –	
Ireland - - - - - - - - - - - - - - -		10 5 –	
Isle of Man - - - - - - - - - - - - - -		102 9 –	
			490 11 –
Y MISCELLANEOUS PAYMENTS:			
England and Wales:			
Costs of preparation of Produce and other Expenses connected with the Sales thereof, on various Estates, viz.:	£. s. d.		
Allotment at Hainault, County Essex - - - - - - - -	3,079 2 9		
Eltham Woods, County Kent - - - - - - - -	64 18 3		
Woodhouse Grange Estate, County York - - - - - - -	65 10 5		
Other Estates - - - - - - - - - - - -	107 18 5		
		3,317 9 10	
Interest of Balance of Purchase-money of the Billingborough, &c. Estates, County Lincoln - - - - - - - - - - -	510 18 3		
Ditto - - - - Gobion's Farm, Essex - - - -	15 5 8		
Ditto - - - - Southend Meadow, Kent - - -	6 1 6		
		532 5 5	
Value of the Materials of an Old Farm-house at Sunk Island - - - - - - -		47 11 –	
Attendance of Police Constables on the Allotment at Hainault, County Essex - - -		111 16 –	
Cost of Goods, Work and Labour at the Kennel in the Home Park, Windsor, from 1840 to 1848 - - - - - - - - - - - - - - - -		61 19 7	
Paid the Bank of England for daily Attendance of Clerks at the Office - - - - -		24 – –	
Donation to the Widow of the late Lessee of Hythe Farm, Surrey (20*l.*), and Allowance to a retired Tenant at Rialton, County Cornwall (40*l.*) - - - - - - -		60 – –	
Various Payments of small Amount - - - - - - - - - - -		84 5 3	
	£.	4,239 7 1	
Less, Credit in Aid, viz.: Received for Damage committed in forming the Embankment for a new Road across the Keppel Estate - - - - - - - - - - -		20 15 –	
	£.	4,218 12 1	
Scotland:	£. s. d.		
Paid for Revising, Correcting and Framing the Rentals of Surplus Teinds -	80 17 2		
Interest of Surplus Teinds, and Purchase Moneys of Surplus Teinds returned to certain of the Caldhame Feuars in Brechin Parish - - - -	43 19 7		
Various Payments of small Amount - - - - - - - -	13 10 9		
		138 7 6	
Ireland:			
Paid Mr. Montgomery Robbins for his Services in relation to the Lands of Kilconcouse, King's County - - - - - - - -	70 – –		
Pay of Caretakers on various Estates - - - - - - - -	43 10 10		
Various Payments of small Amount - - - - - - - -	26 1 10		
		139 12 8	
Isle of Man:			
Allowance to the Lieut.-Governor in lieu of Official Residence - - -	150 – –		
Expenses incurred in the Seneschal's Office - - - - - -	22 10 10		
Various Payments of small Amount - - - - - - - -	12 7 9		
		184 18 7	
Isle of Alderney:			
Annuity for Surrender of the Lease of the Island - - - - -	700 – –		
Salary of the Judge - - - - - - - - - - - -	150 – –		
Salaries of the Procureur, Harbour Master and Gaoler, and various Gaol and Incidental Expenses in the Island - - - - - - - -	236 19 11		
		1,086 19 11	
			5,763 10 9
TOTAL for "LAND REVENUE" - - Carried forward - - - £.			62,186 15 7

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Dr. II.—Receipt and Expenditure on Account of the "Income of the

	£. s. d.	£. s. d.
Brought forward - - -	- - -	380,980 6 -

2.—RECEIPT FROM WINDSOR FOREST AND PARKS.

TO WINDSOR FOREST AND PARKS:

	Public Auction. £. s. d.	Private Contract. £. s. d.	
Sales of Produce:			
Timber	- - -	80 - -	
Bark { Flittern, 106 Tons 18 Cwt. 3 Qrs. / Timber, 36 Tons 2 Qrs. }	- - -	696 16 -	
Poles	726 19 10	579 10 6	
Cordwood or Stackwood	- - -	301 1 9	
Fagots or Bavins	- - -	1,059 5 4	
Miscellaneous Wood, &c.	- - -	136 2 6	
Charcoal	- - -	549 - 6	
£.	726 19 10	3,401 16 7	
Receipt from Sales of Produce - - - £.	4,128 16 5		4,128 16 5
Value of Timber, &c. used for Repairs of Fences, Gates, &c. (*vide* per contra)			334 8 11
Value of Pipes used for Repairs of Drains, &c. (*vide* per contra)			28 7 2
Sales of Old Materials			46 - 10
Rents of Labourers' Cottages, &c.			69 10 -
Various Receipts of small Amount			1 8 6
£.			4,608 11 10

Ranger's Department:	£. s. d.	
Sales of Live Stock (84 Scotch Oxen)	1,191 1 -	
Venison Fees (from October 1851 to January 1855)	556 1 6	
Grazing Rents	34 - -	
		1,781 2 6
£.		6,389 14 4

Home Park:	
Rent of the Grazing	150 - -
Total Receipt from Windsor Forest and Parks - - - £.	6,539 14 4
Carried forward - - - £.	387,520 - 4

rests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

ND REVENUE," for the Year ended on the 31st March 1855—*continued.* *Cr.*

	£. s. d.	£. s. d.
Brought forward - - -	- - -	62,186 15 7

2.—EXPENDITURE FOR WINDSOR FOREST AND PARKS.

WINDSOR FOREST AND PARKS (including the Royal Stand and Hound Kennel at Ascot):	£. s. d.	
Salaries and Allowances (Ranger's Department):		
Deputy Ranger	400 – –	
Bailiff. (Salary 200 *l.*); Compensation for Allowances (96 *l.*)	296 – –	
Locksmith. (Salary 60 *l.*); in lieu of Horse Corn (11 *l.* 18 *s.* 6 *d.*); in lieu of Fuel Wood (17 *l.*)	88 18 6	
Park-keepers. (2 in number); 1 at 250 *l.*, and 1 at 175 *l.*; Attending Her Majesty at Ascot Races (1 *l.*); Allowance to one of them in lieu of Meadow (7 *l.*)	433 – –	
Man assisting ditto	52 3 4	
Gamekeeper. (Salary 150 *l.*); Allowance for Horse Keep (20 *l.*); in lieu of Fuel (10 *l.*)	180 – –	
Under Gamekeepers. (6 in number, at 1 *l.* 1 *s.* each per week)	327 12 –	
Gatekeepers. (4 in number, at 1 *l.* 1 *s.* each per week)	218 8 –	
Men assisting ditto (3 in number)	110 5 5	
Fisherman. Salary (54 *l.* 12 *s.*); in lieu of Keep of Cow (8 *l.*); in lieu of Fuel (5 *l.*)	67 12 –	
Man assisting ditto	20 11 7	
Warrener	54 12 –	
Bombardier	45 12 6	
Herdsman. Salary (27 *l.* 7 *s.* 6 *d.*); in lieu of Keep of Cow (6 *l.*); in lieu of Fuel (3 *l.* 15 *s.*)	37 2 6	
Chaplain	100 – –	
Clerk of Chapel	14 14 –	
Organist	5 – –	
Care of Chapel	2 – –	
Liveries for Park-keepers, Gamekeeper, Under Gamekeepers, &c.	141 17 6	
TOTAL for Salaries, &c. (Ranger's Department) - - - £.	2,595 9 4	
Salaries and Allowances (Commissioners of Woods' Department):	£. s. d.	
Deputy Surveyor:—Salary (250 *l.*); Allowance for Keep of Two Horses (60 *l.*)	310 – –	
Clerk of the Works:—Salary and Disbursements, proportion of (2¾ years)	478 2 11	
Woodmen (8 in number)	358 19 10	
Foreman of the Park	110 – –	
Pump-man at Cumberland Lodge	17 10 –	
Allowances to Sick and Disabled Labourers	74 12 6	
	1,349 5 3	
TOTAL for Salaries and Allowances - - - £.		3,944 14 7
Labour (Ranger's Department):		
Attending Cattle, Bailiff's Horse, Goats, Buffaloes, &c., rearing Game, Night Watching, &c. &c.	219 11 –	
Labour (Commissioners of Woods' Department):	£. s. d.	
Nursery Work, Planting, &c.	297 5 8	
Maintenance or General Management	2,588 18 9	
Preparation of Produce for Sale	1,446 16 9	
	4,333 1 2	
TOTAL for Labour - - - £.		4,552 12 2

	Ranger's Department.	Commissioners of Woods' Department.
	£. s. d.	£. s. d.
Erection of 20 new Cottages for Labourers (including Architects' Commission, further on account)	- - -	1,075 – –
Artificers' Work, and Materials used for Lodges, Fences, Penstocks, &c.	- - -	3,438 6 –
Royal Stand at Ascot (Maintenance)	- - -	143 19 4
Hound Kennel at Ascot (Maintenance)	- - -	678 8 5
New Road through Flemish Farm	- - -	19 11 –
Value of Timber, &c. used for Repairs of Gates, Fences, &c. (*vide* per contra)	- - -	334 8 11
Value of Pipes supplied from the Tilery for Repairs of Drains, &c. (*vide* per contra)	- - -	28 7 2
Drainage Works { Labour £. 532 18 4; Brick Invert 109 18 –; Other Payments 83 3 9 }	£. 726 – 1	
Tilery { Labour 214 7 5; Drying Shed and Stable 177 9 10; Other Payments 300 15 8 }	692 12 11	1,418 13 –
Machinery, Implements, Harness, and general Ironmongery	- - -	130 5 1
Purchase of Withes for binding Fagots	- - -	37 11 10
Straw for Thatching Fern and Hay-ricks	5 15 6	18 14 –
Trees, Plants, Seeds, &c.	- - -	92 18 3
Manure	- - -	270 – 6
Purchase of Live Stock (40 Scotch Oxen) £. 492 – –		
Commission on ditto 11 – –		
Expenses of bringing ditto from Falkirk Fair 41 10 9		
	544 10 9	—
Purchase of a Horse for the Park	- - -	32 10 –
Provender for Cattle, Horses, &c.	251 8 3	213 2 6
Veterinary Expenses, Cattle Medicine, &c.	3 19 6	12 10 4
Food for the Deer	369 8 2	—
Food for the Game	500 – –	—
Powder and Shot for the Keepers	36 5 3	—
Fishing Tackle, a new Punt and Repairs of Punts	15 15 3	—
Expenses attendant on Sales of Produce	- - -	16 4 –
Contingent Expenses of Forest Officers	8 14 11	81 18 7
Refreshments for Haymakers	- - -	22 – –
Watching Plantations against Fires	- - -	49 4 10
Rates, Taxes, Tithes, or Allowance in lieu thereof	7 – 4	1,219 9 7
Cartage of Charcoal to London	- - -	25 – –
Discount allowed to Purchasers of Bark	- - -	9 13 7
Pay of a Constable at Virginia Water	8 17 10	—
Venison Warrants	7 3 –	—
Other Payments of small Amount	8 7 6	5 – –
£.	1,767 6 3	9,372 16 11
		11,140 3 2

OME PARK:	£.	
		10,637 9 11
Pay of a Police Constable (54 *l.* 15 *s.*), and other Expenses (14 *l.* 12 *s.* 7 *d.*)		69 7 7
TOTAL EXPENDITURE for WINDSOR FOREST AND PARKS - - - £.		19,706 17 6
Carried forward - - - £.		81,893 13 1

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods

Dr. II.—Receipt and Expenditure on Account of the "Income of th

	£.	s.	d.
Brought forward - - -	387,520	–	

3.—RECEIPT from ROYAL FORESTS and WOODLANDS.

TO NEW FOREST:——(*Hampshire*).

	Public Auction.	Private Contract.	£. s. d.	£. s. d.
Sales of Produce, viz.:	£. s. d.	£. s. d.		
Timber	9,444 – –	577 3 11		
Bark {Flittern, 272 Tons / Timber, 898 Tons 16 Cwt. 3 Qrs.}	4,295 15 5	—		
Poles	203 6 6	120 1 7		
Cordwood or Stackwood	– – –	270 19 6		
Fagots or Bavins	– – –	932 4 5		
Fathomwood	– – –	1,269 13 –		
Miscellaneous Wood, &c.	– – –	237 3 9		
Mar	– – –	1 10 –		
Gravel and Sand	– – –	65 10 1		
£.	13,943 1 11	3,474 6 3		
Receipt from Sales of Produce - - - £. 17,417 8 2 - -			17,417 8 2	
Value of Fuel Wood assigned in the Forest (*vide* per contra) - - - - -			194 5 –	
Value of Timber, &c. used for Lodges, Fences, &c. (*vide* per contra) - - - -			106 9 8	
Forest Dues - - - - - - - - - - - - - - - -			111 18 1	
Rents of Land, Cottages, &c. - - - - - - - - - - - - - -			559 17 7	
Royalty on Bricks, Pipes, &c. sold at Victoria Tilery, proportion of (*See* New Forest Drainage Account, at p. 186) - - - - - - - - - - - -			14 10 10	
Sales of Deer - - - - - - - - - - - - - - -			30 15 7	
Fines for impounding Cattle - - - - - - - - - - - - - -			6 16 –	
Received for Licenses to sport over the Forest for the Seasons 1851-52, 1852-53 and 1853-54			199 – –	
Received from the Lessee of the Decoy Pond Farm in repayment of the Cost of preparing Land for Tillage (*vide* per contra) - - - - - - - - - - -			15 19 –	
Received for the services of a Horse - - - - - - - - - - - -			16 – –	
Pannage of Hogs - - - - - - - - - - - - - - -			2 6 –	
Total Receipt from New Forest - - - £.			18,675 5 11	
Carried forward - - - £.			18,675 5 11	387,520 –

orests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

AND REVENUE," for the Year ended on the 31st March 1855—*continued.* *Cr.*

	£. s. d.	£. s. d.	£. s. d.
Brought forward - - -			81,893 13 1

3.—EXPENDITURE FOR ROYAL FORESTS AND WOODLANDS.

BY NEW FOREST:——(*Hampshire*).

	£. s. d.	£. s. d.	£. s. d.
I.—PLANTING, NEW WORKS, IMPROVEMENTS, &c.:			
Labour - - - - - - - - - - - - - - - -	2,232 8 1		
Materials and Artificers' Bills (including value of Forest Timber, &c. used) - - -	437 7 2		
Trees, Plants, Seeds, &c., (including Carriage) - - - - - - - -	582 11 2		
£.	3,252 6 5		
Draining Fields on the New Park Farm (the Lessee to pay 5 per cent. per annum on the outlay) - - - - - - - - - - - - - - -	312 1 3		
TOTAL for Planting, New Works, Improvements, &c. - - - £.		3,564 7 8	
II.—MAINTENANCE and GENERAL MANAGEMENT:			
Salaries and Allowances:			
Groomkeepers (8 in number); 2 at 114 *l.*, 4 at 94 *l.*, and 2 at 69 *l.* each, per annum -	1,094 13 1		
Ditto - Compensations in lieu of Venison Fees - - - - - - - -	110 14 11		
£.	1,205 8 –		
	£. s. d.		
Deputy Surveyor;—Salary (350 *l.*); Allowance for 3 Horses (90 *l.*) -	440 – –		
First Assistant:—Salary (150 *l.*); Horse Allowance (30 *l.*) - -	180 – –		
Second Assistant:—Salary (120 *l.*); Horse Allowance (30 *l.*) - -	150 – –		
Third Assistant:—Salary (120 *l.*); Horse Allowance (30 *l.*) - -	150 – –		
Clerk to Deputy Surveyor - - - - - - - - -	100 – –		
Woodmen (18 in number: 9 at 15 *s.*, 1 at 13 *s.* 6 *d.*, and 8 at 12 *s.* 6 *d.* each per week) - - - - - - - - - - -	645 2 9		
Regarders, Attendances of - - - - - - - - -	17 12 6		
Constables for the prevention of Incendiary Fires (4 in number) - -	260 – –		
Bailiff of Burley - - - - - - - - - - -	7 7 –		
	1,950 2 3		
TOTAL for Salaries and Allowances - - - £.	3,155 10 3		
Labour, &c.:	£. s. d. £. s. d		
Maintenance, &c. - - - - - -	2,187 4 5		
Materials and Artificers' Bills (including value of Forest Timber, &c. used) - - - -	142 17 –		
	2,330 1 5		
Preparation of Produce for Sale - - - -	4,854 11 5		
Materials and Artificers' Bills - - - -	10 16 9		
	4,865 8 2		
	7,195 9 7		
Machinery, Implements, Harness, &c. - - - - - - - - -	41 8 5		
Provender for Horses - - - - - - - - - -	35 13 –		
Veterinary Expenses, Cattle Medicine, &c. - - - - - - - -	– 2 6		
Criminal Prosecutions, &c. - - - - - - - - - -	138 7 5		
Expenses attendant on Sales of Produce - - - - - - - - -	66 16 –		
Contingent Expenses of Forest Officers - - - - - - - - -	83 1 5		
Rates, Taxes, Tithes, or Allowances in lieu thereof - - - - - - - -	67 12 4		
Contributions to Schools - - - - - - - - - -	90 – –		
Allowances to sick and disabled Labourers - - - - - - - - -	10 17 6		
Allowance to the third Assistant Deputy Surveyor for Rent of a Cottage at Burley, during the repair of his Lodge - - - - - - - - - -	6 10 –		
Ditto - to an Agister for loss of his House by Fire - - - - - - - -	10 – –		
Ditto - to a Keeper, for a Shed erected by him - - - - - - - -	4 – –		
Cost of preparing Land at Decoy Pond for Tillage, &c. (*vide* per contra) - - -	15 19 –		
Value or Fuel Wood assigned in the Forest (*vide* per contra) - - - - - -	194 5 –		
Preparing and carting ditto for the use of the Queen's House - - - - -	41 – –		
Thatching Hay Stack at Queen's House - - - - - - - - -	– 16 3		
Superannuation and Retired Allowances - - - - - - - - -	340 12 3		
Paid for Surveys, Reports, Plans, &c. - - - - - - - - - -	228 6 11		
Paid Mr. James Brown for Reports, &c. in the year 1853 - - - - -	79 – –		
	£. s. d.		
Paid Mr. James Freebridge for his Services connected with the Navy Timber - - - - - - - - -	50 – –		
Ditto - for Travelling Expenses - - - - - - -	28 4 2		
	78 4 2		
Paid for Inspection and Report (including Expenses) of the Surveyors appointed by the Lords of the Treasury - - - - - - - - - - - -	249 6 10		
TOTAL for Maintenance and General Management - - - £.		12,132 18 10	
TOTAL EXPENDITURE for NEW FOREST - - - £.		15,697 6 6	
Carried forward - - - £.		15,697 6 6	81,893 13 1

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Dr. II.—Receipt and Expenditure on Account of the "Income of the

	£. s. d.	£. s. d.
Brought forward - - -	18,675 5 11	387,520 - 4

3.—Receipt from Royal Forests and Woodlands—*continued.*

TO DEAN FOREST (exclusive of Mines):——(*Gloucester.*)

	Public Auction.	Private Contract.	£. s. d.	£. s. d.	£. s. d.
Sales of Produce:	£. s. d.	£. s. d.			
Timber - - - - - - -	5,807 6 5	45 4 11			
Bark (Flittern, 510 Tons 7 Cwt.) - -	1,666 - 3	643 19 -			
Poles - - - - - - - -	- - -	12 - 3			
Cordwood or Stackwood - - -	1,571 16 1	93 15 7			
Miners' Timber - - - - -	- - -	2,907 13 -			
Miscellaneous Wood, &c. - - -	- - -	- 9 -			
£.	9,045 2 9	3,703 6 9			
Receipt from Sales of Produce - -	£. 12,748 9 6		12,748 9 6		
Value of Timber, &c., used for Repairs of Fences, &c. (*vide* per contra) -			81 - 6		
Value of Trees and Plants removed from Nurseries to Plantations (*vide* per contra) - - - - - - - - - - - -			55 18 -		
Rents of Railways, Lands, &c. - - - - - - - -			601 4 2		
Received from Railway Companies in discharge of Inspectors' Salaries -			109 4 -		
Received for the use of the Saw Mill - - - - - - - -			39 19 8		
Received for damage done to Trees and Inclosures by the formation of Railways - - - - - - - - - - - - - -			154 - -		
(*N.B.*—See Produce of Mines in Dean Forest, at page 148.)					
Total Receipt from Dean Forest - - - £.				13,789 15 10	
Carried forward - - - £.				32,465 1 9	387,520 - 4

rests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

ND REVENUE," for the Year ended on the 31st March 1855—*continued.* *Cr.*

								£.	s.	d.	£. s. d.
							Brought forward - - -	15,697	6	6	81,893 13 1
3.—EXPENDITURE for Royal Forests and Woodlands—*continued.*											
DEAN FOREST (exclusive of Mines):—(*Gloucester.*)											
—PLANTING, NEW WORKS, IMPROVEMENTS, &c.								£.	s.	d.	£. s. d.
Labour - - - - - - - - - - - -								233	12	–	
Materials and Artificers' Bills (including Value of Forest Timber, &c. used) - - - - - - - - -								12	1	6	
Value of Trees and Plants removed from Nurseries to Plantations (*vide* per contra) - - - - - - - -								55	18	–	
Erection of Sawing Machinery and Works at the Saw Mills -								1,041	13	–	
TOTAL for Planting, New Works, Improvements, &c. - - - £.											1,343 4 6
I.—MAINTENANCE and GENERAL MANAGEMENT:											
Salaries and Allowances:							£.	s.	d.		
Deputy Surveyor (including Highmeadow Woods, at 450*l.* per annum, to 29th April 1854) - - - - - - - -							35	17	–		
Ditto (at 350 *l.* per annum from 29 April 1854) - - -	£.	s.	d.								
	322	2	4								
Ditto, Salary as Railway Inspector - - - - -	50	5	–								
	372	7	4								
Assistant Deputy Surveyor -	150	–	–								
Ditto, Horse Allowance (at 8 *s.* per week) - - -	21	4	–								
Ditto, Salary as Railway Inpector - - - - -	27	6	–								
	198	10	–								
Assistant Deputy Surveyor of Highmeadow Woods, Salary as Railway Inspector -							26	14	9		
Keepers (3 in number, at 70*l.* each per annum)							210	–	–		
Woodmen (13 in number, at 2 *s.* 6 *d.* each per diem) - - - - - - - -							516	15	–		
TOTAL for Salaries and Allowances - - - £.											1,360 4 1
	£.	s.	d.				£.	s.	d.		
Labour: Maintenance, &c. -	1,939	4	9								
Materials and Artificers' Bills (including value of Forest Timber, &c. used) - -	122	10	11								
							2,061	15	8		
Labour: preparation of Produce for Sale - - -	3,329	10	7								
Materials and Artificers' Bills -	–	15	6								
							3,330	6	1		
											5,392 1 9
Machinery, Implements, Harness, &c. - - - - - -											54 4 4
Criminal Prosecutions - - - - - - - -											56 5 10
Expenses attendant on Sales of Produce - - - -											215 14 1
Contingent Expenses of Forest Officers - - - -											77 15 4
Rates, Taxes, Tithes, or Allowances in lieu thereof - -											743 13 6
Attendance, &c. on Sawing Machinery - - - - -											106 11 1
Discount allowed to a Purchaser of Timber - - - -											5 16 –
Amount awarded to a Purchaser for Damage sustained by the mode of curing Bark in 1853 - - - - - - -											219 2 –
Costs of Award - - - - - - - - - -											9 3 –
Allowed to Purchasers the value of Bark sold, and not delivered to them (actual Quantity not known at time of Sale) -											484 10 5
Allowed to the Widow and Children of a Labourer killed in the service of the Crown - - - - - - - -											15 9 3
Allowed for Damage to a Cabin at Howlie's Slade, by the falling of a Tree - - - - - - - - -											12 1 10
Fixtures, &c. of the Speech House (16*l.* 14*s.* 6*d.*); care of the Building (1*l.* 17*s.*) - - - - - - - -											18 11 6
Short-hand Notes (4*l.* 13*s.*); Insurance of Whitemead (17*s.* 6*d.*)											5 10 6
Contributions to Schools, &c. - - - - - - -											492 17 –
Superannuation and Retired Allowances - - - -											81 – –
Surveys, Plans, Reports, &c. - - - - - - -											84 16 6
Paid Mr. James Brown for Reports, &c. in 1853 and 1854 -											122 – 8
Paid Mr. James Freebridge for his Services connected with the Navy Timber - -	£.	s.	d.								
	50	–	–								
Ditto for Travelling Expenses - - -	28	4	2								
							78	4	2		
Paid for Inspection and Report (including Expenses) of the Surveyors appointed by the Lords of the Treasury - -											207 12 5
TOTAL for Maintenance and General Management - - - £.											9,843 5 3
TOTAL EXPENDITURE for DEAN FOREST - - - £.											11,186 9 9
							Carried forward - - - £.	26,883	16	3	81,893 13 1

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Dr. II.—Receipt and Expenditure on Account of the "Income of the

			£. s. d.	£. s. d.
		Brought forward - - -	32,465 1 9	387,520 - 4
3.—Receipt from Royal Forests and Woodlands—*continued.*				
TO HIGHMEADOW WOODS:——(*Gloucester.*)				
	Public Auction.	Private Contract.		
Sales of Produce:	£. s. d.	£. s. d.		
Bark (Flittern, 42 tons 7 cwt. 2 qrs.) -	199 12 3	—		
Poles - - - - - - - -	- - -	16 10 -		
Cordwood or Stackwood - - -	1,371 17 9	- 17 -		
Miners' Timber - - - - -	- - -	867 15 6		
£.	1,571 10 -	885 2 6		
Receipt from Sales of Produce - £.	2,456 12 6		2,456 12 6	
Value of Timber, &c. used for Repairs of Fences, &c. (*vide* per contra) -			- 16 -	
Rents of a Brick-yard, Land, Fishery, &c., on the Highmeadow and Doward Estates - - - - - - - - - - -			47 16 6	
Total Receipt from Highmeadow Woods - - - £.			- - -	2,505 5 -
TO ALICE HOLT FOREST:——(*Hampshire.*)				
	Public Auction.	Private Contract.		
Sales of Produce:	£. s. d.	£. s. d.		
Other Timber - - - - -	84 11 -	58 11 1		
Flitterns and Saplings - - - -	- - -	56 19 11		
Bark { Flittern, 110 tons 16 cwt. 3 qrs. 3 lbs. / Timber, 14 tons 17 cwt. 3 qrs. 9 lbs. } -	- - -	684 17 10		
Poles - - - - - - - -	- - -	21 3 1		
Cordwood or Stackwood - - -	52 7 -	218 19 9		
Fagots or Bavins - - - -	180 10 -	99 9 2		
Miscellaneous Wood, &c. - - -	3 - -	8 5 7		
£.	320 8 -	1,148 6 5		
Receipt from Sales of Produce - - - £.	1,468 14 5		1,468 14 5	
Value of Timber, &c. used for Repairs of Fences, &c. (*vide* per contra) -			8 17 -	
Grazing Rents - - - - - - - - - - - - -			71 10 -	
Rents of Cottages, &c. - - - - - - - - - -			3 - -	
Total Receipt from Alice Holt Forest - - - £.				1,552 1 5
Carried forward - - - £.				36,522 8 2 387,520 - 4

Forests and Land Revenues, for the Year ended on the 31st March 1855—*continued*.

Land Revenue," for the Year ended on the 31st March 1855—*continued*. *Cr.*

									£.	s.	d.	£.	s.	d.
								Brought forward - - -	26,883	16	3	31,893	13	1
3.—Expenditure for Royal Forests and Woodlands—*continued*.														
Y HIGHMEADOW WOODS:——(*Gloucester*).														
									£.	s.	d.			
I.—Planting, New Works, Improvements, &c:														
Labour - - - - - - - - - - - -									35	15	6			
II.—Maintenance and General Management:														
Salaries and Allowances:														
Deputy Surveyor (Salary charged to Dean Forest).				£.	s.	d.	£.	s.	d.					
Assistant Deputy Surveyor (at 100 *l.* per ann.)				99	9	–								
Ditto, Horse Allowance (at 8*s.* per week)				20	14	10								
							120	3	10					
Woodmen (5 in number, at 2*s.* 6*d.* per diem) - -							198	15	–					
Total for Salaries and Allowances - - - £.							318	18	10					
Labour: Maintenance, &c. -	£.	277	3	11	£.	s.	d.							
Materials, and Artificers' Bills (including Value of Forest Timber, &c. used) - -		5	3	4										
					282	7	3							
Labour: Preparation of Produce for Sale -					938	–	1							
								1,220	7	4				
Criminal Prosecutions, &c. - - - - - -								13	14	6				
Contingent Expenses of Forest Officers - - - -								8	9	3				
Rates, Taxes, Tithes, &c., or Allowances in lieu thereof -								439	3	1				
Contributions to Schools, &c. - - - - - -								15	–	–				
Paid for extinguishing a Fire - - - - - -								–	14	–				
Amount awarded to a Purchaser for damage sustained by the mode of curing Bark in 1853 - - - - -								75	4	–				
Costs of Award - - - - - - -								9	3	–				
Compensation for Improvements on Land and Premises at Braceland, from 1820 to the present time - - -								60	–	–				
Paid for Inspection and report (including Expenses) of the Surveyors appointed by the Lords of the Treasury - -								69	9	1				
Total for Maintenance and General Management - - - £.											2,230	8	1	
Total Expenditure for Highmeadow Woods - - - £.											–	–	–	2,266	3	7
Y ALICE HOLT FOREST:——(*Hampshire*.)														
I.—Planting, New Works, Improvements, &c.:									£.	s.	d.			
Labour - - - - - - - - -									90	1	5			
Materials and Artificers' Bills (including Value of Forest Timber, &c. used) - - - - - - -									4	–	–			
Trees, Plants, Seeds, &c. (including Carriage) - - -									69	10	–			
Total for Planting, New Works, Improvements, &c. - - - £.											163	11	5	
II.—Maintenance and General Management:														
Salaries and Allowances:									£.	s.	d.			
Deputy Surveyor (has Woolmer, Bere and Parkhurst Forests also under his charge)				£.	s.	d.								
				150	–	–								
Ditto, Horse Allowance - - -				30	–	–								
Foreman (at 3*s.* 6*d.* per diem) - -				54	12	–								
Woodmen (4 in number, at 2*s.* 6*d.* each per diem) - - - - - -				135	12	8								
Total for Salaries and Allowances - - - £.							370	4	8					
Labour, Maintenance, &c. -	£.	245	18	–										
Materials and Artificers' Bills (including Value of Forest Timber, &c. used) - -		57	18	5										
					303	16	5							
Labour: Preparation of Produce for Sale - - -		400	5	7										
Materials and Artificers' Bills		4	12	9										
					404	18	4							
								708	14	9				
Machinery, Implements, Harness, &c. - - - -								28	2	10				
Provender for Horses, &c. - - - - - -								35	7	–				
Expenses attendant on Sales of Produce - - - -								29	19	6				
Contingent Expenses of Forest Officers - - - -								27	4	1				
Rates, Taxes, Tithes, &c. - - - - - - -								15	11	5				
Allowances to Sick and Disabled Labourers - - -								8	12	–				
Discount allowed to Purchasers of Bark - - - -								8	11	4				
Paid Mr. James Brown for Reports, &c. in 1853–54 - -								13	–	–				
Paid for Inspection and Report (including Expenses) of the Surveyors appointed by the Lords of the Treasury - -								127	15	1				
Total for Maintenance and General Management - - - £.											1,373	2	8	
Total Expenditure for Alice Holt Forest - - - £.														1,536	14	1
Carried forward - - - £.														30,686	13	11	31,893	13	1

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Dr. II.—Receipt and Expenditure on Account of the "Income of the

				£. s. d.	£. s. d.
			Brought forward - - -	36,522 8 2	387,520 - 4
3.—Receipt from Royal Forests and Woodlands—*continued.*					
TO WOOLMER FOREST:——(*Hampshire.*)					
	Public Auction.	Private Contract.	£. s. d.		
Sales of Produce:	£. s. d.	£. s. d.			
Timber - - - - - - -	- - -	2 10 -			
Flitterns and Saplings - - -	- - -	71 19 3			
Bark (Flittern, 29 tons 6 cwt. 1 qr. 1 lb.) - - - - - -	- - -	164 17 8			
Poles - - - - - - -	- - -	118 1 6			
Cordwood or Stackwood - - -	5 9 -	300 9 3			
Fagots or Bavins - - - -	20 2 -	120 16 2			
Miscellaneous Wood, &c. - - -	- - -	10 2 8			
£	25 11 -	788 16 11			
Receipt from Sales of Produce - £.			814 7 11		
Value of Timber, &c., used for Repairs of Fences, &c. (*vide* per contra) -			5 - -		
Rent of Cottage, Land, &c. - - - - - - - - - - -			7 3 6		
Total Receipt from Woolmer Forest - - - £.			- - -	826 11 5	
TO BERE FOREST:——(*Hampshire.*)					
		Private Contract.			
Sales of Produce:		£. s. d.			
Timber - - - - - - -		711 - 9			
Flitterns and Saplings - - - - - -		196 11 6			
Bark {Flittern, 83 tons 3 cwt. / Timber, 101 tons 2 cwt.} - - - -		839 18 9			
Poles - - - - - - - -		75 - -			
Cordwood, or Stackwood - - - - - -		115 14 6			
Fagots, or Bavins - - - - - - -		289 10 10			
Receipt from Sales of Produce - - - £.			2,227 16 4		
Value of Timber, &c. used for Repairs of Fences, &c. (*vide* per contra) -			2 13 3		
Rents, &c. - - - - - - - - - - - - -			14 15 7		
Total Receipt from Bere Forest - - - £.				2,245 5 2	
Carried forward - - - £.				39,594 4 9	387,520 - 4

Forests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

Land Revenue," for the Year ended on the 31st March 1855—*continued.* *Cr.*

	£. s. d.	£. s. d.	£. s. d.	£. s. d.
			Brought forward - - -	30,686 13 11	81,893 13 1
3.—Expenditure for Royal Forests and Woodlands—*continued.*					
Y WOOLMER FOREST:——(*Hampshire.*)					
I.—Planting, New Works, Improvements, &c. - - - - -			- nil.		
I.—Maintenance and General Management:					
Salaries and Allowances:					
Deputy Surveyor (has Alice Holt, Bere and Parkhurst Forests also under his charge)	£. s. d. 50 - -	£. s. d.	£. s. d.		
Ditto, Horse Allowance - - - -	30 - -				
		80 - -			
Foreman (exclusive of his Pay in respect of Alice Holt Forest) - - - -	10 8 -				
Ditto, Horse Allowance - - - -	30 - -				
		40 8 -			
Woodmen (4 in number, at 2*s.* 6*d.* each per diem) -		156 10 -			
Total for Salaries and Allowances - - - £.		276 18 -			
Labour, Maintenance, &c. -	£. 31 7 2				
Materials and Artificers' Bills (including Value of Forest Timber, &c. used) - -	7 - -				
		38 7 2			
Labour: Preparation of Produce for Sale - - -	249 6 4				
Materials and Artificers' Bills	9 11 4				
		258 17 8			
		297 4 10			
Machinery, Implements, Harness, &c. - - - -		- 16 10			
Rates, Taxes, Tithes, &c., or Donations in lieu thereof -		5 4 6			
Care of Woolmer Pond Cottage - - - - -		- 8 -			
Discount allowed to Purchasers of Bark - - - -		2 1 2			
Cost of Advertisements relative to Disafforestation - -		11 14 2			
Paid Mr. James Brown for a Report in 1853–54 - -		1 - -			
Paid for inspection and report (including Expenses) of the Surveyors appointed by the Lords of the Treasury -		127 9 11			
Total for Maintenance and General Management - - - £.			722 17 5		
Total Expenditure for Woolmer Forest - - - £.			- - -	722 17 5	
Y BERE FOREST:——(*Hampshire.*)					
I.—Planting, New Works, Improvements, &c.:					
Labour - - - - - - - - - -		£. 58 16 7			
Materials and Artificers' Bills (including Value of Forest Timber, &c., used) - - - - - - - -		22 7 -			
Trees, Plants, Seeds, &c., including Carriage - - -		41 13 -			
Total for Planting, New Works, Improvements, &c. - - - £.			122 16 7		
I.—Maintenance and General Management:					
Salaries and Allowances:					
Deputy Surveyor (at 150*l.* per ann., to 10 November 1854) - - - -	£. s. d. 91 14 3				
Ditto, Horse Allowance (at 30*l.* per ann., to 10 November 1854) - - -	18 6 10				
		110 1 1			
Deputy Surveyor (Salary and Allowance, at 130*l.* per ann., from 10 November 1854; has Alice Holt, Woolmer and Parkhurst Forests, also under his charge) -		50 10 4			
Foreman, at 3*s.* 6*d.* per diem - - - - -		54 15 6			
Woodmen (2 in number, at 2*s.* each per diem) - -		62 - -			
Total for Salaries and Allowances - - - £.		277 6 11			
Labour, Maintenance, &c. -	£. 167 13 10	£. s. d.			
Materials and Artificers' Bills (including Value of Forest Timber, &c. used)	10 5 11				
		177 19 9			
Labour: Preparation of Produce for Sale -		515 12 2			
		693 11 11			
Machinery, Implements, Harness, &c. - - - -		4 3 4			
Provender for Horses, &c. - - - - -		33 12 -			
Contingent Expenses of Forest Officers - - - -		12 14 4			
Rates, Taxes, Tithes, or Donations in lieu thereof - -		2 14 9			
Contribution to New Town School - - - - -		3 - -			
Insurance of Bark Shed - - - - - - -		- 6 -			
Paid for Plans, &c. - - - - - - - -		4 13 -			
Paid Mr. James Brown, for Reports, &c. in 1853–54 - -		17 - -			
Paid for Inspection and Report (including Expenses) of the Surveyors appointed by the Lords of the Treasury -		96 17 7			
Total for Maintenance and General Management - - - £.			1,145 19 10		
Total Expenditure for Bere Forest - - - £.				1,268 16 5	
Carried forward - - - £.				32,678 7 9	81,893 13 1

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Dr. II.—Receipt and Expenditure on Account of the "Income of the

		£. s. d.	£. s. d.
Brought forward		39,594 4 9	387,520 – 4
3.—Receipt from Royal Forests and Woodlands—*continued.*			
TO PARKHURST FOREST:—(*Isle of Wight.*)	Private Contract. £. s. d.	£. s. d.	
Sales of Produce:			
Timber	63 18 4		
Bark—{Flittern, 67 tons; Timber, 21 tons 10 cwt.}	343 16 –		
Poles	353 5 7		
Cordwood or Stackwood	7 4 –		
Fagots or Bavins	274 19 5		
Gravel	13 15 –		
Receipt from Sales of Produce £.		1,056 18 4	
Value of Timber, &c. used for Repairs of Fences, &c. (*vide* per contra)		– 15 –	
Value of Trees and Plants removed from Nurseries to Plantations (*vide* per contra)		10 – –	
Total Receipt from Parkhurst Forest £.		– – –	1,067 13 4
TO WHITTLEWOOD FOREST:—(*Northampton.*)	Public Auction. £. s. d.	Private Contract. £. s. d.	
Sales of Produce:			
Timber	143 2 6	—	
Flitterns and Saplings	82 12 6	5 8 1	
Bark—{Flittern, 75 tons 18 cwt.; Timber, 6 tons}	– – –	345 2 2	
Poles	14 2 –	36 – 6	
Fagots or Bavins	– – –	133 12 6	
£.	239 17 –	520 3 3	
Receipt from Sales of Produce £. 760 – 3		760 – 3	
Value of Timber, &c. used for Repairs of Fences (*vide* per contra)		12 16 –	
Sales of Deer; viz.:		£. s. d.	
40 Bucks		40 – –	
294 Does		147 – –	
13 Prickets		6 10 –	
20 Fawns		5 – –	
		198 10 –	
Poundage deducted from Keepers' Salaries		6 15 6	
Total Receipt from Whittlewood Forest £.			978 1 9
Carried forward £.			41,639 19 10 387,520 – 4

Forests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

Land Revenue," for the Year ended on the 31st March 1855—*continued.* *Cr.*

				£. s. d.	£. s. d.
			Brought forward - - -	32,678 7 9	81,893 13 1
3.—Expenditure for Royal Forests and Woodlands—*continued.*					
BY PARKHURST FOREST:——(*Isle of Wight.*)					
I.—Planting, New Works, Improvements, &c.:			£. s. d.	£. s. d.	
Labour			67 19 4		
Materials and Artificers' Bills (including Value of Forest Timber, &c. used)			2 13 6		
Trees, Plants, Seeds, &c., including Carriage			24 18 9		
Value of Trees and Plants removed from Nurseries to Plantations (*vide* per contra)			10 – –		
Total for Planting, New Works, Improvements, &c.			£.	105 11 7	
II.—Maintenance and General Management:					
Salaries and Allowances:			£. s. d.		
Deputy Surveyor (at 50*l.* per annum, to 10th November 1854)			30 11 2		
Ditto - - (Salary and Allowance, at 50*l.* per annum, from 10th November 1854; has Alice Holt, Woolmer and Bere Forests also under his charge)			19 8 7		
Foreman and Woodman (at 1*l.* per week)			52 – –		
Total for Salaries and Allowances			£.	101 19 9	
	£. s. d.	£. s. d.			
Labour, Maintenance, &c.	243 4 11				
Materials and Artificers' Bills (including Value of Forest Timber, &c. used)	26 3 11				
		269 8 10			
Labour: Preparation of Produce for Sale		450 – 9			
			719 9 7		
Machinery, Implements, Harness, &c.			4 12 –		
Provender for Horses			14 2 –		
Contingent Expenses of Forest Officers			17 12 4		
Paid Mr. James Brown for Report, &c. in 1853–54			1 – –		
Paid for Inspection and Report (including Expenses) of the Surveyors appointed by the Lords of the Treasury			96 17 5		
Total for Maintenance and General Management			£.	955 13 1	
Total Expenditure for Parkhurst Forest			£.		1,061 4 8
BY WHITTLEWOOD FOREST:——(*Northampton.*)					
I.—Planting, New Works, Improvements, &c.				nil.	
II.—Maintenance and General Management:					
Salaries and Allowances:		£. s. d.	£. s. d.		
Master Forester		37 10 –			
Under Forester		60 – –			
Keepers (2 in number, at 25*l.* 6*s.* 8*d.* each per annum)		50 13 4			
Page Keepers (4 in number, at 12*l.* 13*s.* 4*d.* each per annum)		50 13 4			
Deputy Surveyor (at 150*l.* per annum, to 29th December 1854)		111 13 6	193 16 8		
Woodman and Foreman (at 2*s.* 9*d.* per diem, to 29th December 1854)		32 3 6			
			143 17 –		
Total for Salaries and Allowances			£.	342 13 8	
	£. s. d.	£. s. d.			
Labour, Maintenance, &c.	61 2 8				
Materials and Artificers' Bills (including Value of Forest Timber, &c. used)	17 – 2				
		78 2 10			
Labour: Preparation of Produce for Sale	195 1 11				
Materials and Artificers' Bills	1 12 –				
		196 13 11			
			274 16 9		
Machinery, Implements, Harness, &c.			1 17 5		
Expenses attendant on Sales of Produce			12 5 –		
Contingent Expenses of Forest Officers			3 16 5		
Rates, Taxes, Tithes, &c.			2 6 7		
Surveys, Plans, &c.			47 5 9		
Paid Mr. James Freebridge for his Services connected with the Navy Timber	£. s. d. 25 – –				
Ditto for Travelling Expenses	14 2 1				
			39 2 1		
Total for Maintenance and General Management			£.	724 3 8	
Total Expenditure for Whittlewood Forest			£.		724 3 8
			Carried forward - - - £.	34,403 16 1	81,893 13 1

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Dr. II.—Receipt and Expenditure on Account of the "Income of the

	£. s. d.	£. s. d.
Brought forward - - -	41,639 19 10	387,520 - 4

3.—Receipt from Royal Forests and Woodlands—*continued.*

TO HAZLEBOROUGH WOOD:—(*Northampton.*)

Sales of Produce:	Private Contract. £. s. d.	
Timber - - - - - - - - - - - - - -	10 - -	
Poles - - - - - - - - - - - - - -	2 - -	
Fagots or Bavins - - - - - - - - - - - -	11 10 8	
Total Receipt from Hazleborough Wood - - - £.		23 10 8

TO SALCEY FOREST:—(*Northampton.*)

Sales of Produce:	Public Auction. £. s. d.	Private Contract. £. s. d.	£. s. d.
Timber - - - - - - - -	137 10 -	3 4 -	
Flitterns and Saplings - - - - -	49 1 -	6 3 -	
Bark { Flittern, 87 tons 8 cwt. / Timber, 11 tons 17 cwt. } - - -	- - -	412 14 4	
Poles - - - - - - - - -	56 3 -	133 18 9	
Fagots or Bavins - - - - - -	- - -	223 16 2	
Underwood - - - - - - - -	110 16 6	57 - 2	
Miscellaneous Wood, &c. - - - -	- - -	12 9 7	
Grass - - - - - - - - -	- - -	6 15 -	
Stones - - - - - - - - -	- - -	1 - 8	
£.	353 10 6	857 1 8	
Receipt from Sales of Produce - - £.	1,210 12 2	- -	1,210 12 2
Rents of two Cottages, &c. - - - - - - - - - -		3 10 -	
Total Receipt from Salcey Forest - - - £.			1,214 2 2
Carried forward - - - £.			42,877 12 8 387,520 - 4

orests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

AND REVENUE," for the Year ended on the 31st March 1855—*continued.* *Cr.*

	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Brought forward - - -			34,463 16 1	81,893 13 1
3.—EXPENDITURE for Royal Forests and Woodlands—*continued.*				
Y HAZLEBOROUGH WOOD:——(*Northampton.*)				
I.—PLANTING, NEW WORKS, IMPROVEMENTS, &c. - - - - - - -			nil.	
II.—MAINTENANCE AND GENERAL MANAGEMENT:				
Salaries and Allowances:	£. s. d.	£. s. d.		
Deputy Surveyor (at 40 *l.* per annum, from 30th December 1854; has Delamere and Salcey Forests also under his charge) -	10 4 4			
Woodman (from 29th December 1854) -	10 13 –			
		20 17 4		
Labour: Maintenance, &c. - - - - -	1 5 –			
Labour: Preparation of Produce for Sale -	40 13 9			
		41 18 9		
Contingent Expenses of Forest Officers - - - -		– 16 3		
TOTAL for Maintenance and General Management - - - £.			63 12 4	
TOTAL EXPENDITURE for HAZLEBOROUGH WOOD - - - £.				63 12 4
Y SALCEY FOREST:——(*Northampton.*)				
I.—PLANTING, NEW WORKS, IMPROVEMENTS, &c.:			£. s. d.	
Labour - - - - - - - - - - - - - - -			3 18 –	
II.—MAINTENANCE and GENERAL MANAGEMENT:				
Salaries and Allowances:		£. s. d.		
Deputy Surveyor (at 50 *l.* per annum, to 29th December 1854) - - - - - - - - - - -		37 4 7		
Ditto (at 60 *l.* per annum, from 29th December 1854; has Delamere Forest and Hazelborough Wood also under his charge)	£. s. d. 15 9 10			
Ditto, Horse Allowance (at 30 *l.* per annum)	29 16 8			
		45 6 6		
Woodman (at 2*s.* 8*d.* per diem, to 31st January 1855) - - - - - -	34 13 8			
Ditto (at 3*s.* 4*d.* per diem, from 31st January 1855) - - - - -	8 10 –			
		43 8 8		
TOTAL for Salaries and Allowances - - - £.		125 19 9		
	£. s. d.			
Labour: Maintenance, &c. - - - -	318 3 10			
	£. s. d.			
Labour: Preparation of Produce for Sale - - - -	381 7 3			
Materials and Artificers' Bills -	1 12 –			
	382 19 3			
		701 8 1		
Machinery, Implements, Harness, &c. - - - -		13 10 4		
Provender for Horses, &c. - - - - -		10 10 –		
Expenses attendant on Sales of Produce - - - -		21 14 6		
Contingent Expenses of Forest Officers - - - -		8 18 –		
Rates, Taxes, Tithes, or Allowances in lieu thereof - -		2 8 9		
Paid for correcting Maps of the Forest - - - -		12 7 2		
TOTAL for Maintenance and General Management - - - £.			896 16 7	
TOTAL EXPENDITURE for SALCEY FOREST - - - £.				900 14 7
Carried forward - - - £.			35,428 3 –	81,893 13 1

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Dr. II.—Receipt and Expenditure on Account of the "Income of the

		£. s. d.	£. s. d.
Brought forward - - -		42,877 12 8	387,520 – 4
3.—Receipt from Royal Forests and Woodlands—*continued.*			
TO DELAMERE FOREST:—(*Chester.*)			
	Private Contract. £. s. d.	£. s. d.	
Sales of Produce:			
Timber - - - - - - - - -	1,718 19 –		
Flitterns and Saplings - - - - - -	404 17 6		
Bark (Flittern, 75 Tons) - - - - -	318 15 –		
Poles - - - - - - - - - -	653 12 10		
Cordwood or Stackwood - - - - - -	124 17 3		
Fagots or Bavins - - - - - - -	– – 8		
Miscellaneous Wood, &c. - - - - -	45 15 1		
Receipt from Sales of Produce - - - £.		3,266 17 4	
Value of Timber, &c. used for Repairs of Fences, &c. (*vide* per contra) - - - - - - - - - - - - - -		35 12 9	
Value of Trees and Plants removed from Nurseries to Plantations (*vide* per contra) - - - - - - - - - - - -		2 3 6	
Received from a Purchaser for Cartage of Bark - - -		6 – –	
Acknowledgment for the use of a Road - - - - - -		– 1 –	
Total Receipt from Delamere Forest - - - £.			3,310 14 7
Carried forward - - - £.		46,188 7 3	387,520 – 4

rests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

ND REVENUE," for the Year ended on the 31st March 1855—*continued.* *Cr.*

	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Brought forward - - -			35,428 3 –	81,893 13 1
3.—EXPENDITURE for Royal Forests and Woodlands—*continued.*				
Y DELAMERE FOREST:——(*Chester.*)				
I.—PLANTING, NEW WORKS, IMPROVEMENTS, &c.:				
Labour - - - - - - - -		7 16 –		
Value of Trees and Plants removed from Nurseries to Plantations (*vide* per contra) - -		2 3 6		
TOTAL for Planting, New Works, Improvements, &c. - £.			9 19 6	
II.—MAINTENANCE and GENERAL MANAGEMENT:				
Salaries and Allowances:				
Deputy Surveyor (at 158 *l.* 17 *s.* 5 *d.* per annum, to 29th December 1854) - - -	117 18 1			
Ditto, Gratuity in addition (at 40 *l.* per annum) - -	30 – –			
Ditto, Horse Allowance (at 30 *l.* per annum) - -	22 10 –			
		170 8 1		
Deputy Surveyor (at 200 *l.* per annum, from 29 December 1854; has Salcey Forest and Hazelborough Wood also under his charge) - -	51 1 11			
Ditto, Horse Allowance, at 30 *l.* per annum) - -	7 13 3			
		58 15 2		
Foreman (at 1 *l.* 1 *s.* per Week) - - -		54 15 6		
Woodmen (4 in number, 1 at 2 *s.* 6 *d.*, and 3 at 2 *s.* each per diem) - - - -		133 – 6		
Special Constables (2 in number, at 1 *l.* 1 *s.* each per week) - - - - -		110 5 –		
TOTAL for Salaries and Allowances - £.		527 4 3		
Labour: Maintenance, &c. -	697 5 2			
Materials and Artificers' Bills (including Value of Forest, Timber, &c. used) -	43 10 4			
		740 15 6		
Labour: Preparation of Produce for Sale - -	378 17 6			
Materials and Artificers' Bills -	2 1 8			
		380 19 2		
		1,121 14 8		
Machinery, Implements, Harness, &c. - -		12 10 11		
Provender for Horses, &c. - - - -		30 4 4		
Contingent Expenses of Forest Officers - -		18 11 5		
Rates, Taxes, Tithes, &c., or Allowances in lieu thereof - - - - - - - -		9 19 –		
Contributions to Schools - - - - -		30 – –		
Returned to Purchasers the Value of Bark sold, and not delivered to them (actual Quantity not known at time of Sale) - - -		18 17 9		
Paid Mr. James Brown for Reports, &c. in 1853-54 - - - - - - - -		4 – –		
Paid for Inspection and Report (including Expenses of the Surveyors appointed by the Lords of the Treasury - - - -		134 – 10		
TOTAL for Maintenance and General Management - £.			1,907 3 2	
TOTAL EXPENDITURE for DELAMERE FOREST - - - £.				1,917 2 8
Carried forward - - - £.				37,345 5 8	81,893 13 1

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Dr. II.—Receipt and Expenditure on Account of the "Income of the

	£. s. d.	£. s. d.
Brought forward - - -	46,188 7 3	387,520 – 4

3.—Receipt from Royal Forests and Woodlands—*continued.*

TO WYCHWOOD FOREST:——(*Oxfordshire.*)

	Public Auction.	Private Contract.	£. s. d.
Sales of Produce:	£. s. d.	£. s. d.	
Timber - - - - - -	38 14 6	366 2 6	
Bark (Timber, 308 Tons 13 Cwt.)	59 15 6	1,216 18 –	
Poles - - - - - -	193 9 6	2 – –	
Fagots or Bavins - - -	48 4 –	36 12 2	
Underwood - - - -	163 – –	—	
Miscellaneous Wood, &c. - -	- - -	1 3 –	
Gravel - - - - - -	- - -	– 4 –	
£.	503 3 6	1,622 19 8	
Receipt from Sales of Produce -	£. 2,126 3 2		2,126 3 2
Total Receipt from Wychwood Forest - - - £.			2,126 3 2

TO WALTHAM FOREST:——(*Essex.*)

Receipt - - - - - - - - - - - - - - -	- nil.	

TO EPPING FOREST:——(*Essex.*)

Receipt - - - - - - - - - - - - - - -	- nil.	
Carried forward - - - £.	48,314 10 5	387,520 – 4

rests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

ND REVENUE," for the Year ended on the 31st March 1855—*continued.* *Cr.*

	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Brought forward - - -			37,345 5 8	81,893 13 1
3.—EXPENDITURE for Royal Forests and Woodlands—*continued.*				
Y WYCHWOOD FOREST:——(*Oxfordshire.*)				
I.—PLANTING, NEW WORKS, IMPROVEMENTS, &c.:				
Labour - - - - - - - - - - - -		£. s. d. 8 14 6		
II.—MAINTENANCE and GENERAL MANAGEMENT:				
Salaries and Allowances:				
Ancient Allowances to the Ranger and Keepers -	£. s. d. 42 11 8			
Allowance in lieu of Fuel Wood - - - - -	20 – –			
		62 11 8		
Deputy Surveyor (83 days, at the rate of 200 *l.* per annum) - - - - -		45 9 6		
Woodward (Salary, at 20 *l.* per annum, to 31 December 1854) - - - - -	£. s. d. 15 – –			
Ditto (Salary, at 1 *l.* per week, from 31 December 1854) -	13 – –			
Ditto (225 days, at 2 *s.* 6 *d.* per diem, to 31 December 1854)	28 2 6			
Ditto (Horse Allowance, at 10 *s.* 6 *d.* per week, to 31st December 1854) - -	27 7 6			
		83 10 –		
TOTAL for Salaries and Allowances - £.		191 11 2		
Labour: Maintenance, &c. -	£. s. d. 69 10 5			
Labour: Preparation of Produce for Sale - -	£. s. d. 51 4 3			
Materials and Artificers' Bills -	1 4 9			
	52 9 –			
		121 19 5		
Expenses attendant on Sales of Produce - -		35 7 3		
Contingent Expenses of Forest Officers - -		36 3 8		
Returned to a Purchaser the Value of Bark sold, and not delivered to him (actual Quantity not known at time of Sale) - - -		15 5 3		
Rent of Nursery - - - - - - -		7 – –		
Moiety of Expenses of Prosecutions for Wood Stealing (9 *l.*), and Deer Stealing, &c. (12 *l.* 6 *s.*) in the year 1854 - - - -		21 6 –		
Surveyors' Charges and Expenses relative to Sale of Bark - - - - - -		10 2 6		
Paid Mr. Freebridge for his Services connected with Navy Timber - - - -	£. s. d. 25 – –			
Ditto for Travelling Expenses, &c.	14 2 1			
		39 2 1		
TOTAL for Maintenance and General Management - £.			477 17 4	
TOTAL EXPENDITURE for WYCHWOOD FOREST - - - £.				486 11 10
Y WALTHAM FOREST:——(*Essex.*)				
Compensation in lieu of Bushes, claimed by the Lord of the Manor of Marks (4 years) - - - - - - - -		£. s. d. 152 – –		
TOTAL EXPENDITURE for WALTHAM FOREST - - - £.				152 – –
Y EPPING FOREST:——(*Essex.*)				
Salaries of Under keepers - - - - - - - -		£. s. d. 106 12 –		
Compensation Allowance to an Underkeeper - - - -		– 18 11		
Surveyors' Charges and Expenses relative to Encroachments, &c.		105 9 5		
TOTAL EXPENDITURE for EPPING FOREST - - - £.				213 – 4
Carried forward - - - £.				38,196 17 10 81,893 13 1

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Dr. II.—Receipt and Expenditure on Account of the "Income of the

	£. s. d.	£. s. d.
Brought forward - - -	48,314 10 5	387,520 – 4
3.—Receipt from Royal Forests and Woodlands—*continued.*		
TO CHOPWELL WOODS (exclusive of Mines):——(*Durham.*)		
Sales of Produce: (Public Auction / Private Contract)		
Timber - - - - - - £. 1,032 – – / 330 – –		
Flitterns and Saplings - - £. 1,801 12 6 / 71 5 –		
Bark {Flittern, 122 tons 21 lbs. / Timber, 135 tons 10 cwt.} £. 803 14 3 / 138 – –		
£. 3,637 6 9 / 539 5 –		
Receipt from Sales of Produce - £. 4,176 11 9	4,176 11 9	
Received Interest of 70 *l.* 5 *s.* 6 *d.* expended in 1853–54 on Drainage of Land - - - - - - - - -	4 11 4	
Rents of Cottages and Gardens - - - - - -	7 4 –	
Use of a Watercourse - - - - - - - - -	– 5 –	
(N. B.—*See* Produce of Mines in Chopwell Woods, at page 148.)		
Total Receipt from Chopwell Woods - - - - -	4,188 12 1	
Total Receipt from Royal Forests and Woodlands - - - - -		52,503 2 6
	£.	440,023 2 10

Note.—In the Years 1852–3 and 1853–4, the Receipt and Expenditure of Mineral Property in Dean Forest and Chopwell Woods was accounted for, by Mr. Kennedy, under the Head "Royal Forests and Woodlands."
The Accounts of this Property have been this Year restored to their original position, and the Income is incorporated with that which has arisen from other Mineral Property of the Crown. (*See* pages 148 and 149.)

rests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

ND REVENUE," for the Year ended on the 31st March 1855—*continued.* *Cr.*

	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Brought forward - - -			38,196 17 10	81,893 13 1
3.—EXPENDITURE for Royal Forests and Woodlands—*continued.*				
Y CHOPWELL WOODS (exclusive of Mines):——(*Durham.*)				
I.—PLANTING NEW WORKS, IMPROVEMENTS, &c.:	£. s. d.	£. s. d.		
Labour - - - - - - - - -	541 15 11			
Artificers' Work and Materials - - -	7 16 –			
Trees, Plants, Seeds, &c., including Carriage:	307 18 4			
TOTAL for Planting, New Works, Improvements, &c. - £.		857 10 3		
II.—MAINTENANCE and GENERAL MANAGEMENT:				
Salaries and Allowances:	£. s. d.			
Deputy Surveyor - - - - -	100 – –			
Foreman (at 3 *s.* 4 *d.* per diem) - - -	52 – –			
TOTAL for Salaries and Allowances -	152 – –			
Labour: Maintenance, &c. -	£. s. d. 351 5 –	£. s. d.		
Materials and Artificers' Bills -	14 18 6			
		366 3 6		
Labour: Preparation of Produce for Sale - -	587 16 5			
Materials and Artificers' Bills -	– 10 –			
		588 6 5		
		954 9 11		
Machinery, Implements, &c. - - - -		2 – –		
Expenses attendant on Sales of Produce - -		21 3 –		
Contingent Expenses of Forest Officers - -		30 – 1		
Rates, Taxes, Tithes, or Allowances in lieu thereof - - - - - - - -		5 2 1		
Paid Mr. James Brown for Reports, &c. in 1853-54 - - - - - - - -		20 – –		
TOTAL for Maintenance and General Management - £.		1,184 15 1		
TOTAL EXPENDITURE for CHOPWELL WOODS - - - £.			2,042 5 4	
TOTAL EXPENDITURE for ROYAL FORESTS and WOODLANDS - - -				40,239 3 2
Y CONSOLIDATED FUND:			£.	122,132 16 3
Amount paid over to the Exchequer in 1854-55, as surplus Income - - - - - -				272,571 16 8
Y BALANCE on the 31st March 1855:			£.	394,704 12 11
For Net Available BALANCE, as detailed in Balance Sheet, pages 176 to 179 - - - -				45,318 9 11
			£.	440,023 2 10

BALANCE SHEET, explanatory of the Net Available Balances, at the Commencement and Close o the preceding Account of the Receipt and Expenditure of the Income of the Land Revenue.

BALANCES, 1st April 1854.		LEDGER ACCOUNTS.	BALANCES, 31st March 1855.	
Drs.	*Crs.*		*Drs.*	*Crs.*
£. s. d.	£. s. d.		£. s. d.	£. s. d.
36,169 16 10	- -	CASH.—Proportion of the Aggregate Cash Balance at the Banks of England, Scotland and Ireland, applicable to Income, as per General Abstract, at page 192	32,854 17 4	
		RECEIVERS, &c.		
		E. M. White - Middlesex, &c.	—	
		Sir John Kirkland - Bailiwick of St. James, &c.	- 16 4	
326 13 5	- -	J. Higgins - York, Lancaster, &c.	- - -	33 16 -
2,435 18 11	- -	J. Clutton - Lincoln, Kent, &c.	168 12 8	
		H. F. Day - Norfolk and Suffolk	—	
	70 - 9	W. Wilkin - Chester, Wales, &c.	78 18 6	
153 10 3	- -	F. C. Skrimshire - Isle of Man	134 6 3	
86 14 10	- -	R. Sanford - Isle of Alderney	117 12 8	
182 16 9	- -	J. Reid - Aberdeen, &c.	60 11 2	
17 8 5	- -	J. M'Farlane - Dunfermline, &c.	11 7 10	
234 11 1	- -	H. J. Cameron - Ross, &c.	- - -	9 - 4
- - 1	- -	D. Horne - Archbishoprick of Glasgow	4 5 7	
1 17 1	- -	J. Blaikie - Forfar, &c.	1 17 1	
7 1 9	- -	D. Campbell - Galloway, &c.	4 15 6	
	- -	J. Berry - Fife, &c.	1 7 3	
- - 6	- -	A. J. Napier - Dunbar	—	
116 5 -	- -	John Spence - Orkney	14 13 5	
2,462 12 10	- -	Duncan and Hutchison - late for Glasgow	2,462 12 10	
2 9 10	- -	James Spence - late for Orkney	2 9 10	
	- 10 1	J. M. Melville - late for Dunbar	- - -	- 10 1
1,251 19 6	- -	Collectors of Inland Revenue - for Ireland (16 in number)	1,186 5 3	
	4 11 -	Brassington and Gale - late for Ballykilcline, &c.	- - -	4 11 -
		DEPUTY SURVEYORS, &c.		
523 - 8	- -	Due by him - L. H. Cumberbatch - Due by him	666 7 -	
2,143 - 2	- -	Due by Purchasers - New Forest - Due by Purchasers	5,125 13 2	
142 13 3	- -	Due by him - Sir J. Campbell, Bart. Due by him	360 14 2	
8 13 7	- -	Due by Purchasers - Dean Forest, &c. -		
101 - 10	- -	J. Atkinson - Mines in Dean Forest	504 5 3	
105 4 9	- -	Due by him - N. Higinbothom - Due by him	116 16 3	
		- Alice Holt Forest, &c. - Due by Purchasers	5 10 2	
2,619 16 1	- -	Due by him - T. Linnell - Due by him	525 16 11	
5,882 16 10	- -	Due by Purchasers - Delamere Forest - Due to him	- - -	1 17 5
		Due by Purchasers	342 6 6	
93 5 9	- -	Due by him - W. Thomson - Due by him	14 1 8	
		- Chopwell Woods - Due by Purchasers	100 1 -	
	2 11 1	R. Morris - Wychwood Forest	1 6 7	
148 12 9	- -	Due by him - J. Brown -	—	
4,522 9 3	- -	Due by Purchasers late of Dean Forest, &c. -		
50 6 9	- -	Due by him - W. Lipscomb -	—	
59 15 6	- -	Due by Purchasers late of Delamere Forest -		
190 8 8	- -	Due by him - W. Menzies - Due by him	421 9 -	
261 3 -	- -	Due by Purchasers - Windsor Forest and Parks - Due by Purchasers	215 15 6	
2 12 10	- -	Col. Seymour - Windsor Great Park	1 7 5	
60,304 17 9	77 12 11	Carried forward £.	45,507 - 1	49 14 10

orests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

INCOME—BALANCE SHEET—*continued.*

BALANCES, 1st April 1854. Drs.			BALANCES, 1st April 1854. Crs.			LEDGER ACCOUNTS.	BALANCES 31st March 1855. Drs.			BALANCES 31st March 1855. Crs.		
£.	s.	d.	£.	s.	d.		£.	s.	d.	£.	s.	d.
104	17	9	77	12	11	Brought forward	45,507	–	1	49	14	1
						STEWARDS, &c. OF MANORS.						
12	14	1	–	–	–	G. AUSTIN – Shefford with Campton, Bedford	7	3	7			
43	13	1	–	–	–	C. BENNING – Dunstable, Bedford	42	18	10			
						W. BRIDGE – Portland, Dorset	19	17	3			
–	3	–	–	–	–	E. P. CLARKE – Wymondham, Norfolk	–	–	–	1	13	1
						J. CLUTTON – Poynings, Perching and Pangdean, Sussex	—					
			–	11	6	G. COOPER – East Dereham, Norfolk	–	–	–	–	11	6
1	10	–	–	–	–	L. H. CUMBERBATCH – Lyndhurst, Hants	19	11	4			
						W. DUGMORE (Lessee) – E. JACKSON (Deputy Steward) – West Walton-cum-Membris, Norfolk	—					
57	13	1	–	–	–	J. EADEN, Jun. – Burwell Ramseys, Cambridge	—					
			8	7	8	J. HAWKINS – Hitchin, Portman and Foreign, Herts	—					
4	17	4	–	–	–	W. W. KEARSEY – Grumboldash, Gloucester	–	13	2			
28	2	8	–	–	–	E. J. KERLY – Hampton Court, Middlesex	56	2	–			
20	–	–	–	–	–	E. L. PEMBERTON – Poynings, Perching and Pangdean, Sussex	34	10	4			
74	8	9	–	–	–	Hon. C. B. PERCY (Lessee), M. P. MOORE (Steward) – East and West Deeping, Lincoln	55	–	–			
27	13	9	–	–	–	J. A. POWELL – Richmond, Surrey	381	15	5			
91	18	8	–	–	–	J. SECKER – Egham, Surrey	171	18	6			
–	3	–	–	–	–	J. STONE – Portland, Dorset	–	3	–			
37	17	–	–	–	–	C. UPPLEBY (Lessee) – J. WILKINSON (Steward) – Barton, Barrow and Goxhill, Lincoln	—					
			10	11	2	P. WALLIS – Rialton, Cornwall	–	–	–	2	8	10
						B. WHITE (Collector) – Portland, Dorset	—					
						MISCELLANEOUS.						
00	–	–	–	–	–	J. PENNETHORNE – Architect – For Balance of Advances made to him up to 31st March 1855.	200	–	–			
			239	10	–	THE COMMISSIONERS OF HER MAJESTY'S WORKS, &c. – For Amount lodged on account of Venison Fees.	—					
			176	15	11	PUBLIC COMPANIES, &c. – For Balance of Moneys lodged to meet Expenses connected with Bills in Parliament.	–	–	–	222	13	6
						VICTORIA DOCK COMPANY – For Surveyor's Charges connected therewith.	38	14	6			
			35	–	11	T. C. SHERRARD, Surveyor – For Balance of Account for Drainage Works.	—					
08	1	4	–	–	–	J. PARKES (Civil Engineer) – For Balance of Imprests for Drainage Works on the Woodhouse Grange Estate, County York.	201	18	10			
50	–	–	–	–	–	S. S. TEULON – Architect – For Balance of Imprests on account of Plans, &c., of various Estates.	111	13	3			
00	–	–	–	–	–	T. R. FEARNSIDE – Record Keeper – For Balance of Imprest on account of Searches and Copies (including the case of The Attorney General *v.* the Corporation of London).	500	–	–			
00	–	–	–	–	–	J. CLUTTON – Surveyor – For Balance of Advances made to him up to the 31st of March 1855.	617	14	11			
99	–	–	–	–	–	THE TRUSTEES OF BIRKENHEAD DOCKS – For Balance of Charges for Report as to the merits of the Plans of the Docks (to be repaid with Interest, at the rate of 5 per cent).	199	–	–			
25	–	–	–	–	–	HER MAJESTY'S PAYMASTER-GENERAL – For Compensation Allowances advanced to Woodmen in the New Forest.	—					
			500	–	–	C. MOREING – For Amount lodged as Security for the execution of Repairs of Premises in the rear of No. 28, Piccadilly.	–	–	–	500	–	–
87	18	6	1,043	10	1	Carried forward £.	48,165	15	–	777	1	9

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

Income—Balance Sheet—*continued.*

Balances, 1st April 1854. Drs.			Balances, 1st April 1854. Crs.			Ledger Accounts.	Balances, 31st March 1855. Drs.			Balances, 31st March 1855. Crs.		
£.	s.	d.	£.	s.	d.		£.	s.	d.	£.	s.	d.
63,387	18	6	1,048	10	1	- - - - Brought forward - - - - -	48,165	15	-	777	1	9
						MISCELLANEOUS—*continued.*						
			100	-	-	Varcoe and others - - - - - - - - - For Amount lodged in respect of Damage which may be done to the Lands of Trethurras by mining operations.	-	-	-	100	-	-
						Phillips and others - - - - - - - - - For Amount lodged in respect of Damage which may be done to Trethallan Farm by mining operations.	-	-	-	100	-	-
						J. & G. Pollard and the Wallasey Local Board of Health - - - - - - - - - - For Amount paid for Plans and Sections of the Road and Culvert across the North Reserve at Birkenhead.	300	6	8			
						Rev. R. Metcalf - - - - - - - - - For Amount paid for Powers of Attorney for Transfer, &c. of the Stock standing at the credit of the Fund for the payment of the Stipend of the Minister of Sunk Island Church.	2	3	-			
185	7	11	-	-	-	The Lessees of St. Martin's Mews - - - - - For Balance of Advances for Repairs of the Ascent and Platform of the Stables.	-	-	-	12	-	-
17	10	-	-	-	-	The Lessees of Carlton Mews - - - - - - For Balance of Advances for New Granite Paving on the Incline to the Stables.	—					
70	12	10	-	-	-	W. H. Ralston, Superintendent - - - - - - For Balance of Imprests in his hands for Improvements on Crown Estates in the County of Caithness.	58	19	6			
81	8	-	-	-	-	M. Boyan, Agent in Ireland - - - - - - For Balance of his Account as Agent for the Management of King-Williamstown Estate, Castlemaine Estate, and the Lands of Kinsale.	-	-	-	122	4	4
						C. P. Brassington, Surveyor - - - - - - For Balance due to him on his Bills for Surveys, &c. in the Year 1854.	-	-	-	276	2	10
1,077	2	1	-	-	-	New Forest Deer Removal (per Act 14 & 15 Vict. c. 76) - - - - - - - - - - For Balance of Expenses incurred under this Act up to the 31st March 1855.—*Vide* detailed Account at page 183.	1,393	18	9			
			10,077	4	7	Hainault Forest Disafforestation, &c. (per Act 14 & 15 Vict. c. 43) - - - - - - - - For Balance of Money which has arisen out of the Disafforestation of Hainault Forest reserved for Appropriation in accordance with the Provisions of the Act.—*Vide* detailed Account at page 184.	-	-	-	7,365	16	6
450	-	-	-	-	-	T. Thurston, Surveyor - - - - - - - For Amount of Advances on account of Survey, &c., of Hainault Forest (under the Act 14 & 15 Vict. c. 43), in relief of which his Bills have not yet been rendered.	450	-	-			
109	1	4	-	-	-	Whittlewood Forest Disafforestation, &c. (per Act 16 & 17 Vict. c. 42) - - - - - - - - For Balance of Expenses incurred under this Act up to 31st March 1855.—*Vide* detailed Account at page 184.	1,672	7	11			
			9	1	4	M. Allen - - - - - - - - - - - For Balance of his Account of Disbursements as Clerk to the Whittlewood Disafforestation Commissioners.	138	4	10			
73	4	4	-	-	-	Wychwood Forest Disafforestation, &c. (per Act 16 & 17 Vict. c. 36) - - - - - - - - For Balance of Expenses incurred under this Act up to the 31st March 1855.—*Vide* detailed Account at page 184.	861	-	9	-		
65,452	5	-	11,234	16	-	- - - - - Carried forward - - - - - £.	53,042	16	5	8,753	5	5

Forests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

INCOME—BALANCE SHEET—*continued.*

BALANCES, 1st April 1854. Drs. £. s. d.	BALANCES, 1st April 1854. Crs. £. s. d.	LEDGER ACCOUNTS.	BALANCES, 31st March 1855. Drs. £. s. d.	BALANCES, 31st March 1855. Crs. £. s. d.
55,452 5 –	11,234 16 –	Brought forward	53,042 16 5	8,753 5 5
		MISCELLANEOUS—*continued.*		
26 15 8	- - -	H. BUSK For Balance of his Account of Disbursements as Clerk to the Wychwood Forest Disafforestation Commissioners.	215 4 6	
401 – 8	- - -	THE TRUSTEES OF FARNHAM AND PETERSFIELD ROAD For Balance of Sums advanced.	168 6 2	
2 13 –	- - -	N. HIGINBOTHOM (Farnham and Petersfield Road Account) For Balance of his Account of the Tolls of the Road.	– – 1	
	20 8 6	CINDERFORD SCHOOL, IN DEAN FOREST For Balance of the Account rendered up to the 31st March 1855.	40 8 11	
20 8 6	- - -	E. MACHEN (Account of Cinderford School, Dean Forest) For Balance in his hands.	—	
		SIR J. CAMPBELL, Bart. (Account of Cinderford School, Dean Forest) For Balance due to him.	- - -	28 14 9
		THE TREASURY, for the following Balances, viz.:		
500 – –	- - -	THAMES EMBANKMENT, from Westminster to Blackfriars For Balance due on account of Expenses connected therewith.	—	
463 18 6	- - -	WESTMINSTER NEW BRIDGE BILL For Legal Expenses connected therewith.	463 18 6	
65 14 2	- - -	PUBLIC WORKS AND FISHERIES BILL For Legal Expenses connected therewith.	65 14 2	
112 2 2	- - -	LONG ACRE TO KING STREET, COVENT GARDEN, BILL For Legal Expenses connected therewith.	112 2 2	
		ENCAMPMENT AT CHOBHAM For Surveyors' Charges connected therewith.	57 19 8	
		RAILWAY COMPANIES, &c., for the following Balances, viz.:		
37 10 –	- - -	WINDSOR, STAINES AND SOUTH WESTERN RAILWAY COMPANY (Branch through Richmond Park) For Surveyors' Charges connected therewith.	—	
48 8 6	- - -	SOUTH WESTERN RAILWAY (Alton Branch) For Surveyors' Charges connected therewith.	—	
209 6 –	- - -	WINDSOR, STAINES AND RICHMOND RAILWAY For Engineering Expenses connected therewith.	209 6 –	
100 – –	- - -	SOUTH EASTERN RAILWAY For Engineering Expenses connected therewith.	—	
	3 4 –	WINDSOR, STAINES AND SOUTH WESTERN RAILWAY For Balance of Lodgment in discharge of Expenses of constructing a Gate and Piers from Richmond Green into the Old Deer Park at Kew.	- - -	3 4 –
	20 – –	DUNDEE AND PERTH, AND DUNDEE AND ARBROATH RAILWAY For Expenses connected with the Bill, Session 1848.	—	
119 13 –	- - -	GREAT GRIMSBY DOCK COMPANY For Surveyors' Charges connected therewith.	119 13 –	
410 2 2	- - -	COMMISSIONERS OF WESTMINSTER IMPROVEMENTS For Legal Expenses connected therewith.	410 2 2	
	420 1 1	PROPERTY AND INCOME TAX, per Act 5 & 6 Vict. c. 35, *et seq.*, viz.: £. – 2 8 A. / 419 18 5 E. – Schedule – A. £.– 1 4 / E. 801 16 4	- - -	801 17 8
67,964 17 4	11,698 9 7		£. 54,905 11 9	9,587 1 10
	56,266 7 9	– NET AVAILABLE BALANCES brought to Account at pages 146 and 175 –	- - -	45,318 9 11
67,964 17 4	67,964 17 4		£. 54,905 11 9	54,905 11 9

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

AN ABSTRACT, showing the Sources from which Income

[*Vide* the foregoing

Page of Account.	HEAD OF RECEIPT.	England and Wales.	Scotland.	Ireland.	Isle of Man.	Isle of Alderney.	Sources Generally.
		£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
146	Crown Rents, &c.	199,667 8 3	25,033 – 3	50,069 11 11	1,751 11 7	760 17 –	—
146	Profits of Manors, &c.	4,275 5 7	—	—	—	—	—
148	Profits of Mines, &c.	9,564 15 –	- - -	- - -	4,538 1 4	—	—
148	Fines on the Renewal of Crown Leases	200 – –	—	—	—	—	—
148	Fees on Acquittances of Rents in Ireland	- - -	- - -	1,084 10 5	—	—	—
148	Fees for Leases, Conveyances, &c.	1,781 18 2	2 2 –	307 13 –	31 16 7	10 7 6	—
148	Sales of Produce of Estates, &c.	17,089 16 4	47 10 –	145 12 6	—	—	—
150	Interest of Money	508 16 2	383 19 2	1,350 10 3	- - -	- - -	1,156 18 2
150	Haymarket, Regent's Park	248 11 2	—	—	—	—	—
150	Rolls Estate	1,599 13 9	—	—	—	—	—
150	King-Williamstown Estate (Ireland)	- - -	- - -	1,381 9 7	—	—	—
152	Interest of Purchase Moneys of Estates sold	391 2 5	- - -	39 13 –	—	—	—
152	Superannuation Fund	- - -	- - -	- - -	- - -	- - -	475 1 10
152	Miscellaneous Receipts	786 11 11	18 14 7	1 – –	- - -	9 18 10	—
	£.	236,113 18 9	25,485 6 –	54,380 – 8	6,321 9 6	781 3 4	1,632 – –

	£. s. d.
Land Revenue	324,713 18 3
Windsor Forest and Parks	6,539 14 4
Royal Forests and Woodlands	52,503 2 6
TOTAL RECEIPT £.	383,756 15 1

orests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

as been derived in the Year ended on the 31st March 1855.

ccount for Details.]

Account.	HEAD OF EXPENDITURE.	England and Wales.	Scotland.	Ireland.	Isle of Man.	Isle of Alderney.	Sources Generally.
		£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
7	Fees and Expenses paid to the Keeper of Records - -	866 9 -	—	—	—	—	—
7	Salaries and per Centage of Receivers, &c. - - -	4,550 7 11	1,487 3 7	846 14 -	280 - -	50 - -	—
7	Salaries and per Centage of Stewards of Manors, &c. -	327 12 6	—	—	—	—	—
7	Incidental Expenses of Receivers, &c. - - -	135 9 5	31 4 -	66 1 9	5 - 11	1 1 3	—
7	Incidental Expenses of Stewards of Manors, &c. - -	297 6 6	—	—	—	—	—
7	Surveys, &c. of Crown Property - - - -	3,740 3 9	212 17 5	14 7 6	2 - -	—	—
7	Expenses connected with the Mines in Dean Forest and Chopwell Woods - -	1,007 9 2	—	—	—	—	—
1	Repairs and Improvements of Crown Estates - - -	19,886 19 -	827 16 4	101 16 6	- - -	14 2 6	—
1	Allowances to Crown Tenants	40 10 -	51 13 8	—	—	—	—
1	Rates and Taxes on Crown Property - - - -	8,024 17 7 976 3 11	620 11 8 1,063 3 11	1,238 19 - 108 15 6	—	—	—
1	Queen's Road, Kensington -	194 2 3	—	—	—	—	—
1	Haymarket, Regent's Park -	130 1 6	—	—	—	—	—
1	Rolls Estate - - - -	83 18 -	—	—	—	—	—
1	King-Williamstown Estate (Ireland) - - - -	- - -	- - -	1,069 17 2	—	—	—
3	Fixed Charges, Pensions, Stipends, &c. - - -	5,454 6 3	1,830 3 3	162 10 -	30 17 2	95 - -	—
3	Donations to Churches, Schools, &c. - - -	377 17 -	- - -	10 5 -	102 9 -	—	—
3	Miscellaneous Payments -	4,218 12 1	138 7 6	139 12 8	184 18 7	1,086 19 11	—
	£.	50,312 5 10	6,263 1 4	3,758 19 1	605 5 8	1,247 3 8	—

	£. s. d.
Land Revenue - - - - - - - - -	62,186 15 7
Windsor Forest and Parks - - - - -	19,706 17 6
Royal Forests and Woodlands - - - - -	40,239 3 2
TOTAL EXPENDITURE - - - £.	122,132 16 3

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods, Forests, &c.—*continued.*

Unavailable Balances due to Income.

STATEMENT, in detail, of Advances out of the Income of the Land Revenue to the Trustees of various Roads; together with the Dates at which the Advances were made, and the Amounts remaining due on the 31st March 1855.

TO WHOM ADVANCED.	DATE of ADVANCE.	AMOUNT of Advance.	TOTAL.
		£. s. d.	£. s. d.
The Trustees of the Derwent and Shotley Bridge Roads	29 September - 1834	200 – –	
	17 November - „	200 – –	
	25 February - 1835	200 – –	
	8 July - - „	200 – –	
	31 August - - „	200 – –	1,000 – –
The Trustees of the Hollington and Hastings Road - -	29 June - - 1836	100 – –	
	8 May - - 1837	200 – –	
	11 June - - 1838	100 – –	
	4 February - 1839	100 – –	500 – –
The Trustees of the Dean Forest Roads - - - - -	1796, 1799 and 1800	10,645 – –	
	1828	200 – –	
	1829	200 – –	
	1831	100 – –	
	15 February - 1841	500 – –	
	31 March - 1841	2,500 – –	
	21 April - 1841	2,000 – –	16,145 – –
Total of "Unavailable Balances" on the 31st March 1855 - - £.			17,645 – –

Liability on account of Money Borrowed.

STATEMENT of Money borrowed on Security of Land Revenue, for the purposes of Metropolis Improvements, per Acts 4 & 5 Vict. c. 40, and 7 Vict. c. 1, showing the Principal Sum paid off in the Year 1854-55.

FROM WHOM BORROWED.	DATE of LOAN.	AMOUNT of LOAN.	DATE when Paid off.	AMOUNT Paid off.
		£. s. d.		£. s. d.
Equitable Assurance Society - - -	22 Sept. 1841	200,000 – –	22 Sept. 1854	200,000 – –
	£.	200,000 – –	- - £.	200,000 – –

AN ACCOUNT showing the Receipt and Expenditure of the Commissioner of Her Majesty's Woods, Forests and Land Revenues, for the Year ended on the 31st March 1855, under the Act 14 & 15 Vict. c. 76, intituled, "An Act to extinguish the Right of the Crown to Deer in the New Forest, and to give Compensation in lieu thereof, and for other Purposes relating to the said Forest."

(*Note.*—This Account is inserted in explanation of the Balance of £.1,393. 18. 9., on the 31st March 1855, shown in the Income Balance Sheet, at page 178.)

Dr. *Cr.*

RECEIPT.	£. s. d.	EXPENDITURE	£. s. d.	£. s. d.
To Sales of Printed Books of Claims - - - - - - - -	– 2 –	By Balance on the 1st April 1854 - - - - - - - -		1,077 2 1
To Balance on the 31st March 1855 (to be hereafter repaid in accordance with the Provisions of the Act 14 & 15 Vict. c. 76) - -	1,393 18 9	By Surveyor's Charges and Expenses in relation to Sale of Land - - - - - - - - - -	141 7 4	
		– Services of a Land Surveyor in the investigation of Claims - - - - - - - - - -	10 10 –	
		– Bill of Costs and Expenses of Mr. W. Stead, Solicitor - - - - - - - - - -	62 7 2	
		– Expenses of serving Notices of Objections to Claims -	54 18 10	
		– Short-hand Notes and Transcripts - - - -	47 15 4	
				316 18 8
£.	1,394 – 9		£.	1,394 – 9

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

AN ACCOUNT showing the Receipt and Expenditure of the Commissioner of Her Majesty's Woods, Forests
" An Act for disafforesting the Forest

Dr. (*Note.*—This Account is inserted in explanation of the Balance of £. 7,365. 16. 6.

RECEIPT.	£.	s.	d.
To Balance on the 1st April 1854 - - - - - - - - - - - - - - - - - -	10,077	4	7
£.	10,077	4	7

AN ACCOUNT showing the Receipt and Expenditure of the Commissioner of Her Majesty's Woods, Forests
" An Act for disafforesting the Forest

Dr. (*Note.*—This Account is inserted in explanation of the Balance of £. 1,672. 7. 11.

RECEIPT.	£.	s.	d.
To Balance on the 31st March 1855 (to be hereafter repaid in accordance with the provisions of the Act 16 & 17 Vict. c. 42) - - - - - - - - - - - - - - - - - -	1,672	7	11
£.	1,672	7	11

AN ACCOUNT showing the Receipt and Expenditure of the Commissioner of Her Majesty's Woods, Forests
" An Act for disafforesting

Dr. (*Note.*—This Account is inserted in explanation of the Balance of £. 861. 0. 9.

RECEIPT.	£.	s.	d.
To Balance on the 31st March 1855 (to be hereafter repaid in accordance with the provisions of the Act 16 & 17 Vict. c. 36) - - - - - - - - - - - - - - - - - -	861	–	9
£.	861	–	9

Forests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

nd Land Revenues, for the Year ended on the 31st March 1855, under the Act 14 & 15 Vict. c. 43, intituled, f *Hainault,* in the County of *Essex.*"

n the 31st March 1855, shown in the Income Balance Sheet, at page 178.) *Cr.*

EXPENDITURE.		£. s. d.
By Erection of Boundary Fences (further on account) - - - - - - - -	£.1,000 - -	
- Formation of new Roads, Drains, &c. (further on account) - - - - - -	1,589 4 3	
- Cost of examination of Plans, Specifications and Estimates of the new Roads, &c. - -	14 18 6	
- Surveyors' Charges and Expenses - - - - - - - - - - - -	18 6	
- Compensation Allowances paid to Under Keepers, &c. - - - - - - - -	88 13 10	
		2,711 8 1
By Balance on the 31st March 1855, reserved for appropriation in accordance with the provisions of the Act 14 & 15 Vict. c. 43) - - - - - - - - - - - - - - - - - -		7,365 16 6
	£	10,077 4 7

nd Land Revenues, for the Year ended on the 31st March 1855, under the Act 16 & 17 Vict. c. 42, intituled, f *Whittlewood,* otherwise *Whittlebury.*"

n the 31st March 1855, shown in the Income Balance Sheet, at page 178.) *Cr.*

EXPENDITURE.		£. s. d.
By Balance on the 1st April 1854 - - - - - - - - - - - - - - -		109 1 4
By Salary of the Clerk to the Commissioners (1¼ Years, at £.200 per annum) - - -	£.250 - -	
- Travelling, Office and Incidental Expenses of the Clerk to the Commissioners (including £.203. 3. paid for Maps, Plans, &c.) - - - - - - - - - - -	402 13 10	
- Compensation to the Poor Inhabitants, in lieu of their Rights to Sere and broken Wood -	868 - -	
- Short-hand Notes, &c. (£.25. 14. 4.); Copy of a Plan (£.16. 18. 5.) - - - -	42 12 9	
		1,563 6 7
	£.	1,672 7 11

and Land Revenues, for the Year ended on the 31st March 1855, under the Act 16 & 17 Vict. c. 36, intituled, the Forest of *Wychwood.*"

on the 31st March 1855, shown in the Income Balance Sheet, at page 178.) *Cr.*

EXPENDITURE.		£. s. d.
By Balance on the 1st April 1854 - - - - - - - - - - - - - - -		73 4 4
By Salary of the Clerk to the Commissioners (1¼ Years, at £. 200 per annum) - - -	£. 250 - -	
- Travelling, Office and Incidental Expenses of the Clerk to the Commissioners (including £.202. 15. 8. paid for Plans, Maps, &c.) - - - - - - - - - -	411 11 2	
- Surveyors' Charges and Expenses attendant on the Perambulation - - - - -	106 6 11	
- Cost of Copies of Evidence (£.12. 9. 4.); Calculations of Common Rights (£.7. 9.) -	19 18 4	
		787 16 5
	£.	861 - 9

III.—AN ACCOUNT showing the Receipt and Expenditure of the Commissioner
31st March 1855,
"DRAINING, or otherwise
Per Act 8 & 9

Dr.

RECEIPT.	£. s. d.	Cash. £. s. d.	Exchequer Bills. £. s. d.
To Balances on the 1st of April 1854, viz.:			
1st. Cash Balance, as per General Abstract at page 192	278 6 7		
2d. Cash in the hands of the Deputy Surveyor of the New Forest	148 2 3		
		426 8 10	
3d. Exchequer Bills		- - -	3,800 - -
To Receipt:	£. s. d.		
Royalty on Bricks sold at the Victoria Tilery, proportion of (*vide* New Forest Account, at page 156)	29 1 8		
Interest of Exchequer Bills	105 4 -		
		134 5 8	
	£.	560 14 6	3,800 - -

IV.—AN ACCOUNT showing the Receipt and Expenditure of the Commissioner
31st March 1855,
"The Fund for the Payment of Stipends to the Officiating Ministers of the Parish
the County
Per Act

Dr.

RECEIPT.	£. s. d.	Cash. £. s. d.	Stock. £. s. d.
To Balance on the 1st April 1854, viz.:			
1st. Amount of Three per Cent. Consolidated Annuities, standing in the names of the Lord Bishop of Peterborough and the Commissioners of Woods, &c. for the time being	8,333 6 8		
2d. Amount of Three per Cent. Consolidated Annuities, standing in the names of the Lord Archbishop of York and the Commissioners of Woods, &c. for the time being	8,333 6 8		
		- - -	16,666 13 4
To Dividends of Stock:			
Dividends on £. 16,666. 13. 4. for the Year ended 5th January 1855 (less Income Tax)		470 16 8	
	£.	470 16 8	16,666 13 4

orests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

of Her Majesty's Woods, Forests and Land Revenues, for the Year ended on the
on Account of—

mproving the NEW FOREST,"
Vict. c. 93. *Cr.*

EXPENDITURE.		Cash.	Exchequer Bills.
		£. s. d.	£. s. d.
By Expenditure:			
Repair of Pumps at the Tilery		5 4 –	
By Balances on the 31st March 1855, viz.:	£. s. d.		
1st. Cash Balance, as per General Abstract, at page 192	383 10 7		
2d. Cash in the hands of the Deputy Surveyor of the New Forest	171 19 11		
		555 10 6	
3d. Exchequer Bills		– – –	3,800 – –
	£.	560 14 6	3,800 – –

of Her Majesty's Woods, Forests and Land Revenues, for the Year ended on the
on Account of—

Churches of NEWBOROUGH, in the County of Northampton, and of SUNK ISLAND, in
of York,"
1 Will. 4, c. 59. *Cr.*

EXPENDITURE.		Cash.	Stock.
By Stipends of Officiating Ministers, viz.:			
Parish Church of Newborough, County Northampton:	£. s. d.	£. s. d.	£. s. d.
Rev. John Watson, Stipend for the Year ended 5 January 1855 (less Income Tax)	235 8 4		
Parish Church of Sunk Island, County York:			
Rev. Robert Metcalf, Stipend for the Year ended 5 January 1855 (less Income Tax)	235 8 4		
		470 16 8	
By Balance on the 31st March 1855, viz.:			
1st. Amount of Three per Cent. Consolidated Annuities, standing in the Names of the Lord Bishop of Peterborough and the Commissioners of Woods, &c., for the time being	8,333 6 8		
2d. Amount of Three per Cent. Consolidated Annuities, standing in the Names of the Lord Archbishop of York and the Commissioners of Woods, &c. for the time being	8,333 6 8		
		– – –	16,666 13 4
	£.	470 16 8	16,666 13 4

V.—AN ACCOUNT, showing the Receipt and Expenditure of the Commissioner 31st March 1855,

"The Fund for maintaining and repairing the Fabrics of the CHURCHES of Christchurch, Per Act 5 & 6

Dr.

RECEIPT.

	CHRISTCHURCH.		HOLY TRINITY.		ST. PAUL.		CINDERFORD.	
	Cash.	Stock.	Cash.	Stock.	Cash.	Stock.	Cash.	Stock.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
To Balances on the 1st April 1854, viz.:								
1st. Cash Balances, as per General Abstract, at page 192 -	15 11 11	- -	47 17 11	- -	50 19 6	- -	- 13 8	—
2d. Amount of Three per Cent. Consolidated Annuities, standing in the names of the Commissioners of Woods, &c., and the Bishop of Gloucester and Bristol for the time being - -	- -	333 6 8	- -	333 6 8	- -	333 6 8	- -	333 6 8
To Receipt:								
Dividends of Stock, &c. - -	13 7 1	- -	13 7 1	- -	13 7 1	- -	11 6 3	—
To Balance on the 31st March 1855, viz.:								
Cash overdrawn, as per General Abstract, at page 192 -	- -	- -	- -	- -	- -	- -	10 8 11	—
Cash - - £.	28 19 -	- -	61 5 -	- -	64 6 7	- -	22 8 10	—
Stock - - - £.	- -	333 6 8	- -	333 6 8	- -	333 6 8	- -	333 6 8

Forests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

of Her Majesty's Woods, Forests and Land Revenues, for the Year ended on the
on Account of—

Holy Trinity, St. Paul, and Cinderford, in DEAN FOREST, in the County of Gloucester,"
Vict. c. 65.

EXPENDITURE.

Cr.

	CHRISTCHURCH.		HOLY TRINITY.		ST. PAUL.		CINDERFORD.	
	Cash.	Stock.	Cash.	Stock.	Cash.	Stock.	Cash.	Stock.
	£. s. d	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
By Expenditure on the Maintenance and Repairs of the Churches, from 1st April 1853 to 10th November 1854 - -	- -	- -	57 7 9	- -	19 15 2	- -	22 8 10	—
By Balances on the 31st March 1855, viz.:								
1st. Cash Balances, as per General Abstract, at page 192 - - -	28 19 -	- -	3 17 3	- -	44 11 5	—	—	—
2d. Amount of Three per Cent. Consolidated Annuities, standing in the Names of the Commissioners of Woods, &c., and the Bishop of Gloucester and Bristol for the time being - - - -	- -	333 6 8	- -	333 6 8	- -	333 6 8	- -	333 6 8
Cash - - - £.	28 19 -	- -	61 5 -	- -	64 6 7	- -	22 8 10	—
Stock - - - £.	- -	333 6 8	- -	333 6 8	- -	333 6 8	- -	333 6 8

Appendix, N° 34.—Accounts of the Commissioner of Her Majesty's Woods,

VI.—AN ACCOUNT of the Receipt and Expenditure of the Commissioner 31st March 1855,

Dr. Vote, "SALARIES AND EXPENSES,

MISCELLANEOUS ESTIMATES, {1853–54 / 1854–55}—Class 2, Vote 11.

	£.	s.	d.	£.	s.	d.	£.	s.	d.
To Balance of the Grant for 1853–54, unexpended on the 1st April 1854, viz.:									
Cash Balance, as per General Abstract at page 192							1,226	8	3
Less,—									
Due to the Solicitor, Land Revenue, Balance of Disbursements up to 31st March 1854	388	1	2						
Due to the Solicitor, Royal Forests - - ditto - - ditto	94	19	4						
Due to the Solicitor in Scotland, Balance of his Bills of Charges and Disbursements up to 31st March 1854	391	17	2						
Due to the Office-keeper for amount expended beyond Imprests for Office Expenses	13	2	4						
							883	-	-
									338 8 3
To Amount granted for the Service of the year 1854–55 (per Act 17 & 18 Vict. c. 121), and issued from the Exchequer									22,846 - -
						£.			23,184 8 3

Forests and Land Revenues, for the Year ended on the 31st March 1855—*continued.*

of Her Majesty's Woods, Forests and Land Revenues, for the Year ended on the
on Account of—
in the Office of Woods, &c." *Cr.*

MISCELLANEOUS ESTIMATES, {1853–54 / 1854–55}—Class 2, Vote 11.

	CHARGEABLE AGAINST									Total Expenditure within the Year 1854–55.		
	Estimate, 1853-54.						Estimate, 1854–55.					
By Salaries, &c.:	£.	s.	d.	£.	s.	d.	£.	s.	d.	£.	s.	d.
Commissioners (2 in number)	-	-	-	-	-	-	2,340	-	-			
Receiver-general	-	-	-	-	-	-	750	-	-			
Principal Clerks (2 in number)	-	-	-	-	-	-	1,349	9	2			
Senior - ditto (2 in number)	-	-	-	-	-	-	895	14	2			
Assistant ditto (6 in number)	-	-	-	-	-	-	1,820	17	4			
Supernumerary ditto	-	-	-	-	-	-	287	1	10			
Junior ditto (9 in number)	-	-	-	-	-	-	1,194	17	9			
Assistant to Receiver-general	-	-	-	-	-	-	301	-	11			
Book-keeper	-	-	-	-	-	-	387	1	10			
Registrar	-	-	-	-	-	-	400	-	-			
Drawing Clerk	-	-	-	-	-	-	174	14	7			
Paper-keeper	-	-	-	-	-	-	105	19	6			
Office-keeper	-	-	-	-	-	-	110	-	-			
Messengers (4 in number)	-	-	-	-	-	-	370	-	-			
For the Office in Dublin:												
Chief Clerk	-	-	-	-	-	-	700	-	-			
Senior Clerk	-	-	-	-	-	-	439	14	5			
Ranger of the Curragh of Kildare	-	-	-	-	-	-	262	10	-			
	87	10	-	87	10	-				11,389	1	6
By Pay of Persons temporarily employed:												
Land Revenue Department, England and Wales	-	103	11	6	-	-	310	4	1			
Ditto - - - - Scotland and Ireland	-	41	3	6	-	-	135	19	6			
Royal Forests and Woodlands Department	-	162	9	-	-	-	138	14	10			
Three Clerks in the Quit-rent Office, Ireland	-	-	-	-	-	-	353	2	1			
Book-keeping Department	-	-	-	-	-	-	65	4	2			
				307	4	-				1,003	4	8
By Legal Expenses:												
Solicitor, Land Revenue (Salary of himself, Clerks, &c.)	-	-	-	-	-	-	2,919	2	7			
Ditto, Disbursements, &c.	-	-	-	-	-	-	1,267	17	2			
Solicitor for the Department of Royal Forests (His and his Clerks' Salaries are paid by the Commissioners of Her Majesty's Works), &c.	-	—		-	—		—					
Ditto, Disbursements, &c.	-	-	-	-	-	-	1,075	18	5			
Solicitor in Scotland	-	-	-	-	-	-	2,052	13	5			
Solicitor in Ireland	-	159	5	11	-	-	—					
Other Legal Expenses (England and Wales)	-	-	-	-	-	-	264	14	5			
				159	5	11				7,580	6	-
By Allowances to Clerks for Extra Duty in the Examination of Welsh Rentals	-	-	-	-	-	-	-	-	-	60	-	-
By Contingencies:												
Postage	-	25	15	-	-	-	367	3	3			
Rates and Taxes on Office Premises	-	-	-	-	-	-	97	10	-			
Servants' Wages, Fuel, Light and Sundries	-	-	-	-	-	-	456	16	2			
Contingencies of the Office in Ireland	-	5	10	9	-	-	90	-	10			
				31	5	9				1,011	15	3
		£.		585	5	8		£.		21,544	7	5
												22,129	13	1
By Balance of the Grant for 1854–55, unexpended on the 31st March 1855, viz.:										£.	s.	d.		
Cash Balance, as per General Abstract, at page 192										1,702	5	6		
In the hands of the Solicitor in Scotland (Balance of Imprest for Disbursements)										106	14	5		
Less,—										1,808	19	11		
Due to the Solicitor, Land Revenue, Balance of Disbursements up to the 31st March 1855							£.	s.	d.					
							304	-	11					
Due to the Ex-Solicitor, Land Revenue, Balance of Disbursements up to the 5th January 1855							163	16	3					
Due to the Solicitor, Royal Forests, Balance of Disbursements up to 31st March 1855							282	10	4					
Due to the Office-keeper for Amount expended beyond Imprests for Office Expenses							3	17	3					
										754	4	9		
												1,054	15	2
										£.		23,184	8	3

Appendix, N° 34.—ACCOUNTS of the Commissioner of Her Majesty's Woods, Forests and Land Revenues, for the Year ended on the 31st March 1855—*continued*.

VII.—GENERAL ABSTRACT of the ACCOUNTS of the Commissioner of Her Majesty's Woods, Forests and Land Revenues, for the Year ended 31st March 1855.

BALANCES, 1st April 1854.					RECEIPTS.		Page of Account.	TITLES OF THE ACCOUNTS.	Page of Account.	PAYMENTS.		BALANCES, 31st March 1855.				
SECURITIES.		PERSONS, &c.		CASH.	Securities Purchased.	CASH.				CASH.	Securities Sold.	CASH.	PERSONS, &c.		SECURITIES.	
Exchequer Bills.	Stock.	*Drs.*	*Crs.*										*Drs.*	*Crs.*	Stock.	Exchequer Bills.
£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.				£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
500 - -	111,769 19 10	6,673 10 8	- - - -	23,283 1 7	6,931 5 7	94,613 14 11 112,239 8 2 (Securities sold.)	140 to 144	- - - - CAPITAL (Per Acts 10 Geo. 4, c. 50, and 14 & 15 Vict. c. 42) - - -	141 to 145	190,709 17 4 6,013 10 3 (Securities purchased)	118,176 - 10	33,651 3 9	6,642 - -	206 16 -	525 4 7	500 - -
- - - -	- - - -	31,795 - 6 17,645 - -	11,698 9 7	36,169 16 10	- - - -	383,756 15 1	146 to 179	- - - - INCOME (Per Acts 10 Geo. 4, c. 50, and 14 & 15 Vict. c. 42) - - -	147 to 179	122,132 16 3 272,571 16 8 (paid into the Consolidated Fund)	- - - -	32,854 17 4	22,050 14 5 17,645 - -	9,587 1 10	- - - -	- - - -
3,300 - -	- - - -	148 2 3	- - - -	278 6 7	- - - -	134 5 8	186	NEW FOREST DRAINAGE, &c. (Per Act 8 & 9 Vict. c. 93) - - - - -	187	5 4 -	- - - -	383 10 7	171 19 11	- - - -	- - - -	3,300 - -
- - - -	16,666 13 4	- - - -	- - - -	- - - -	- - - -	470 16 8	186	CHURCHES AT SUNK ISLAND AND NEWBOROUGH (Per Act 1 Will. 4, c. 59) - -	187	470 16 8	- - - -	- - - -	- - - -	- - - -	16,666 13 4	- - - -
- - - -	1,333 6 8	- - - -	- - - -	115 3 -	- - - -	51 7 6	188	CHURCHES IN DEAN FOREST (Per Act 5 & 6 Vict. c. 65) - - - - - -	189	99 11 9	- - - -	66 18 9	- - - -	- - - -	1,333 6 8	- - - -
- - - -	- - -	- - - -	888 - -	1,226 8 3	- - - -	22,846 - -	190	VOTE, "SALARIES AND EXPENSES IN THE OFFICE OF WOODS, &c." (Per Appropriation Act) - - - - - - - - - - - - - - -	191	22,129 13 1	- - - -	1,702 5 6	106 14 5	754 4 9	- - - -	- - - -
4,300 - -	129,769 19 10	56,261 13 5	12,586 9 7 43,675 3 10 (Net Balance.)	* 61,072 16 3	6,931 5 7	614,112 8 -	£.	- -	£.	614,133 6 -	118,176 - 10	* 68,658 15 11	46,616 8 9	10,548 2 7 36,068 6 2 (Net Balance.)	18,525 4 7	4,300 - -
	£.	56,261 13 5	56,261 13 5										£.	46,616 8 9	46,616 8 9	

					CASH - - - -	61,072 16 3	CASH - - - - 68,658 15 11
					PERSONS, &c. - -	43,675 3 10	PERSONS, &c. - - 36,068 6 2
					STOCK - - -	129,769 19 10	STOCK - - - - 18,525 4 7
					EXCHEQUER BILLS	4,300 - -	EXCHEQUER BILLS - - - - 4,300 - -
				£.		141,001 5 5	£. 718,860 8 1 141,001 5 5

1st April 1854 - - BALANCES - - 31st March 1855

BANK BALANCES, 1st April 1854.

		£. s. d.
	Cash in the Bank of England - - - - - - - -	47,138 18 4
*	Ditto - Bank of Scotland - - - - - - - -	3,004 8 3
	Ditto - Bank of Ireland - - - - - - - -	10,929 9 8
	TOTAL - - - £.	61,072 16 3

BANK BALANCES, 31st March 1855.

		£. s. d.
	Cash in the Bank of England - - - - - - - -	40,182 18 3
*	Ditto - Bank of Scotland - - - - - - - -	24,708 9 11
	Ditto - Bank of Ireland - - - - - - - -	3,767 7 9
	TOTAL - - - £.	68,658 15 11

The foregoing Accounts have been prepared from the Books of the Commissioners of Her Majesty's Woods, &c., the Entries in which have been founded on Accounts and Vouchers which have undergone examination in the Office.

Alfred John Phipps, Book-keeper.

CHARLES GORE, { Commissioner of Her Majesty's Woods, Forests and Land Revenues.

I N D E X

TO

THIRTY THIRD REPORT

OF THE

Commissioner of Her Majesty's Woods, Forests, and Land Revenues.

[*N.B.*—In this Index the Figures refer to the Page of the Report, or the Appendix thereto.]

A.

AAGHAGOHINE (Cork), unimprovable rents arising from lands in, sold, 119.

Abby Shrewle (Longford), unimprovable rents arising from lands in the barony of, sold, 131.

Aber Parish (Denbigh). See *Llanfairtalhaiarn, &c.*

Aberdeen, balance in the hands of the receiver of land revenue for, 176.

Abergavenny (Monmouth), particulars of grant of part of the mountain wastes of the lordship of, to Her Majesty's Commissioners for building New Churches, 87.

Aberystwith Parish (Monmouth), particulars of a grant of land to Her Majesty's Commissioners for building New Churches, situate in, 11. 87.

Aburton Farm, Poynings (Sussex), account of expenditure for new buildings, drainage, &c., 151.

Accounts of the Department of Woods, &c.:

Accounts of the Commissioner of Woods, Forests and Land Revenues for the year ended 31 March 1855; viz.:—

I. *Capital of the Land Revenue:*

Account showing the receipt and expenditure of the Commissioner for the year ended on 31 March 1855, on account of the capital of the land revenue, 140–145; liability on account of money borrowed upon security of land revenue for the purposes of metropolis improvements, 182; abstract showing the sources from which capital monies have arisen in the year ended on the 31st March 1855; 144, 145.

II. *Income of the Land Revenue, &c.:*

Account showing the income and expenditure of the Commissioner for the year ended on the 31st March 1855, on account of the income of the land revenue, 146 *et seq.*; balance sheet explanatory of the net available balances at the commencement and close of the preceding account (1854) of the receipt and expenditure of the income of the land revenue, 176; abstract showing the sources from which income has been derived, in the year ending 31 March 1855, 180; unavailable balances due to income, 182.

III. *Royal Forests:*

Account of receipt and expenditure on account of the New Forest Deer Removal Act, 183; account of receipt and expenditure on account of the Act for disafforesting Hainault Forest, 184, 185; account of receipt and expenditure on account of disafforesting Whittlewood Forest, 184, 185; account of income and expenditure on account of disafforesting Wychwood Forest, 184, 185; receipt and expenditure on account of draining and otherwise improving New Forest, 186, 187.

IV. *Sunk Island and Newborough Churches:*

Account of receipt and expenditure in regard to the fund for payment of the stipends of the officiating ministers of the parish churches of Newborough (Northampton), and of Sunk Island (York), 186, 187.

V. *Dean Forest Churches:*

Account of receipt and expenditure of the fund for supporting the churches in Dean Forest, 188, 189.

VI. *Salaries and Expenses:*

Account of the receipt and expenditure on account of the Vote for Salaries and Expenses in the Office of Woods, &c., 190, 191.

VII. *General Abstract of Receipts and Payments:*

General abstract of the accounts of the Commissioner of Woods, Forests, &c. for the year ending 31st March 1855, showing also the Balances at the commencement and close of the accounts, together with the cash balances in the several banks, 192.

Acklam Wold (York), rents put in charge of receiver of land revenue for York, arising out of the purchase of land on, 93; account of expenditure for fencing, and Crown's proportion of the expense of inclosure of the Wold, 151.

Acts of Parliament:

10 Geo. 4, c. 50. Schedule of free grant of part of the open waste of New Forest, pursuant to this Act, 103; schedule of particulars of conveyance of the forestal rights of the Crown over Knighton Wood, part of Waltham Forest, pursuant to this Act, 112.

10 Geo. 4, c. 50, 2 Will. 4, c. 1, and 14 & 15 Vict. c. 42. Particulars of leases granted under these Acts, 3; schedule of sale of lands, &c. by private contract under the provisions of these Acts, 70–78; schedule of copyhold or customary premises which have been enfranchised by virtue of these Acts, 78–81.

10 Geo. 4, c. 50, and 14 & 15 Vict. c. 42. Particulars of conveyances of land, part of the open waste of New Forest, sold under these Acts, 103; particulars of conveyances of land, part of the waste of Dean Forest, and unfit for the growth of timber, pursuant to these Acts, 107.

Receipts and expenditure under these Acts, on account of the capital of the Land Revenue, for the year ended 31 March 1855, 140 *et seq.*; abstract, showing the sources from which capital monies have arisen in the said year, 144, 145; receipt and expenditure of the Commissioner on account of the income of the land revenue, for the year ended 31 March 1855, 146–175.

1 Will.

Acts of Parliament—continued.

1 Will. 4, c. 59. Account of receipt and expenditure under this Act for the churches at Newborough (Northampton), and Sunk Island (York), 186, 187.

2 Will. 4, c. 1. Particulars of leases granted under this Act, 3; schedule of sale of lands, &c., by private contract, under the provisions of this Act, 70–78; schedule of copyhold or customary premises which have been enfranchised by virtue of this Act, 78–81.

1 & 2 Vict. c. 43. Particulars of leases of land, part of the waste of Dean Forest, for the better working of certain gales, pursuant to this Act, 105; particulars of licenses to form tramroads through certain inclosures, and over the waste of Dean Forest, pursuant to this Act, 105, 106; schedule of all gales of coal and iron mines in Dean Forest and Hundred of St. Briavels, granted pursuant to this Act, 109.

1 & 2 Vict. c. 43, and 14 & 15 Vict. c. 42. Particulars of lease of stone quarry in Dean Forest, pursuant to these Acts, 104.

4 & 5 Vict. c. 40, and 7 Vict. c. 1. Monies borrowed on the security of land revenue, under these Acts, for the purposes of Metropolitan Improvements, 182.

5 Vict. c. 1. Particulars relative to leases granted under this Act, 5.

5 & 6 Vict. c. 65. Account of receipt and expenditure under this Act, for the support, &c. of the churches in Dean Forest, 188, 189.

8 & 9 Vict. c. 93. Account of receipt and expenditure, under this Act, for the drainage, &c., of New Forest, 186, 187.

14 & 15 Vict. c. 42. Particulars of leases granted under this Act, 3; schedule of copyhold or customary premises which have been enfranchised by virtue of this Act, and those of 10 Geo. 4, c. 50, and 2 Will. 4, c. 1, 78–81; particulars of conveyances of land, part of the open waste of New Forest, sold under this Act and the Act 10 Geo. 4, c. 50, 103; particulars of lease of stone quarry in Dean Forest, pursuant to this Act, 104; particulars of conveyances of land, part of the waste of Dean Forest, and unfit for the growth of timber, pursuant to this Act, 107; particulars of a sale made of pieces of land south of Wexford Harbour, conformable with this Act, 135.

14 & 15 Vict. c. 43. Receipt and expenditure, pursuant to this Act, for disafforesting Hainault Forest, 184, 185.

14 & 15 Vict. c. 76. Removal of deer from New Forest, pursuant to this Act, 183.

16 & 17 Vict. c. 36. Account of income and expenditure on account of disafforesting Wychwood Forest, pursuant to this Act, 184, 185.

16 & 17 Vict. c. 42. Account of income and expenditure, on account of disafforesting Whittlewood Forest, pursuant to this Act, 184, 185.

Adams, George, lands situate in Flint, sold to, 75.

Adams, Stephen, and Henry *Jordan*, gale of Lambsquay Iron Mine (Dean Forest), granted to, 109.

Adamstowne (Louth), unimprovable rents arising out of lands in, sold, 131.

Adwn'r Claudd (Denbigh), unimprovable rents arising out of premises, &c., situate in, sold, 82.

Aghacapple (Cavan), unimprovable rents arising out of lands in, sold, 124.

Aghafine (Westmeath), unimprovable rents arising from lands in, sold, 127.

Aghane (Westmeath), unimprovable rents arising from lands in, sold, 127.

Aghnaherridane (Cavan), unimprovable rents arising from lands in, sold, 133.

Aghrum (Cork), unimprovable rents arising from lands in, sold, 123.

Agullmore (Galway), unimprovable rents arising out of, sold, 126.

Alban's St. (Herts), unimprovable rents arising out of property in the St. Alban's Collection Rental, sold, 84; monies received from, in respect of fee-farm, &c., rents in charge with receiver of land revenue, 101.

Alban's, St., Street (Windsor), monies remitted from, in respect of rents in charge with the receiver of land revenue, 99.

Alder, Thomas, interest of the Crown in certain copyhold lands, &c., situate near to Esher (Surrey), enfranchised to, 81.

Alderney, Isle of, Crown's interest in lands in, sold, 8. 70; rents discharged from the rental of the receiver of land revenue on account of sale of lands in, 94; amount derived from sale of lands, 142; expenditure on account of Crown estates, 153; balance in the hands of the receiver of land revenue, 176.

Alice Holt Forest, reference to the report of the Committee of the House of Commons of last Session on this forest, 19; comparative statement showing the expense of the present establishment with the former, 25; amount expended in purchase of land adjoining this forest, 141; receipt and expenditure on account thereof, in the year ended 31 March 1855, 162, 163; balance in the hands of the Deputy Surveyor, 176.

Alison, Messrs. John and Alexander, arrangement entered into for the allotment to them on lease of part of Hainault Forest, 8.

Allaway, Messrs., license granted to, to form a tramroad in Dean Forest for the purpose of carrying on works connected with certain gales situate therein, 105.

Allen, M., balance in his hands as clerk to the Whittlewood Disafforestation Commissioners, 178.

Allowances to Crown Tenants for Repairs, &c., expenditure on account of, in the year ended 31 March 1855, 153.

Amneba & Teramorean (Monaghan), unimprovable rents arising out of lands of, sold, 123.

Anaghmore (Galway), unimprovable rents arising out of lands in, sold, 124.

Andrew's, St., Parish (Fife), produce of sale of burial-lairs within the cathedral burial-ground, 27. 118. 142.

Anglesey, portions of Crown land situate in, sold by private contract, 8; Crown's interest in shore or strand near the Menai Straits, sold, 54. 70; monies due to the Crown in respect of rent in charge of receiver of land revenue for, 95.

Anglesey, Earl of, unimprovable rents arising out of property of, in the counties of Westmeath, Carlow and Wexford, sold, 128, 129; unimprovable rents arising from property of, in Cork County, sold, 134.

Annacoba, alias *Annaghcooba* (Galway), unimprovable rents arising from lands in, sold, 126.

Annacorba (Meath), unimprovable rents arising out of lands in, sold, 125.

Annaghgalle, alias *Annaghgallia* (Monaghan), unimprovable rents arising from lands in, sold, 123.

Annahbeg (Galway), unimprovable rents arising from lands in, sold, 127.

Anwyl, Rice Hugh, lands situate in Merioneth, sold to, 76.

Anwyl, Robert, lands situate in Merioneth, sold to, 76.

Anyerke (Monaghan), unimprovable rents arising from lands in, sold, 123.

Appledore (Devon), piece of land between high and low water mark at, sold, 73.

Arca (Meath), unimprovable rents arising from a certain privilege at, sold, 127.

Arcath (Meath), unimprovable rents arising out of, sold, 127.

Ardagh, Arthur. See *Tilson*, Thomas.

Ardagh (Cork), unimprovable rents arising out of lands in, sold, 134.

Ardearetigg, alias *Ardirastigg* (Cork), unimprovable rents arising out of, sold, 119.

Ardeeny (Galway), unimprovable rents arising from lands in, sold, 128.

Ardirastigg. See *Ardearetigg*.

Ardmorney (Westmeath), unimprovable rents arising from lands in, sold, 128.

Ardnecarne (Westmeath), unimprovable rents arising from lands in, sold, 127.

Ardnegno, alias *Lisardnegno* (Galway), unimprovable rents arising out of, sold, 133.

Ardnehirush. See *Arnegeshell*.

Argyll County, observations and particulars of the sale of part of the shore-ground of Loch Riddan, to Major R. N. Campbell, 27. 117. 142.

Armagh County, table showing the acreage, rental and tenure of landed estates of the Crown in, 36; unimprovable rents arising out of property in, sold, 127.

Arncott (Oxford), unimprovable rents arising out of lands, &c. in, sold, 85.

Arnegeshell and *Ardnehirush* (Cork), unimprovable rents arising from lands in, sold, 134.

Arrears of Rents, schedule of all monies due to Her Majesty in respect of rents in charge with the several receivers of the land revenue under leases, or agreements for leases, and which have been owing for a greater period than a year; showing the term which each arrear has accrued, and the measures, if any, in progress to recover the same, 96.

Artaine, alias *Tartaine* (Dublin), unimprovable rents arising from lands in, sold, 123.

Arthur and Edward Colliery (Dean Forest), license granted to Edward Hedge and W. Harris to form a tramway over waste of Dean Forest, for the purpose of carrying on works connected with, 106.

Asgill House (Richmond), amount derived from dividends of stock, purchased out of money received for damage to, 144.

Ashley, George. See *Macgregor*, S. P., &c.

Aston, Sir William, unimprovable rents arising from property of, in the county of Cork, sold, 119.

Athenree, Bishop of, unimprovable rents arising from Bishop's lands of Killala and Athenree, in Mayo county, sold, 131.

Athenree, Francis Lord Baron of, unimprovable rents arising from property of, in Meath county, sold, 125.

Atherdee (Louth), unimprovable rents arising from lands in the barony of, sold, 131.

Athgoe (Dublin), unimprovable rents arising from lands in, sold, 134.

Athlone Collection, abstract of quit, leasehold and other rents in, amount received during the year, &c., 136, 137.

Atkinson, J., balance in the hands of, as Deputy Surveyor of mines in Dean Forest, 176.

Attycloghy (Mayo), unimprovable rents arising out of lands of, sold, 130.

Austin, G., balance in the hands of, as Steward of Shefford, &c. manor (Beds.), 177.

Aylewarde, Nicholas, unimprovable rents arising from property of, in Galway county, sold, 128.

B.

Babington, Thomas, unimprovable rents arising out of lands in Westmeath county, sold to, 127.

Bacon, John Turner, Rev. Joseph Henry *Barker* and Charles Pritchett *Bonsfield*, unimprovable rents arising out of Middle Ward (Hertford), sold to, 84.

Bagge, Simon, unimprovable rents arising out of lands in Waterford county, sold to, 119.

Baker, John, unimprovable rents arising from property of, in the city of Cork, sold, 128.

Bakewell, Upper and Lower Farms, lease of lands and premises situate in the parish of Egham (Surrey), granted, 66.

Balances:

Balances of income on 31st March 1855, 145.

Balance sheet explanatory of the net available balances at the commencement and close of the account for the year 1854–55, of the receipt and expenditure of the income of the land revenue, 176.

Cash balances in the respective banks of England, Scotland and Ireland on 1st April 1854 and 31st March 1855, 192.

Balderton Estate (Nottingham), monies remitted from, in respect of rents in charge of receivers of land revenue, 99; expenditure on account of the 100 acres farm, for new farmhouse and buildings, 151.

Baldwin, Edward, monies due to the Crown by, in respect of rents in charge of receivers of land revenue for Merioneth, 97.

Balfour, Mr., particulars relative to the division of commons in Shapinshay parish (Orkney), and subsequent disposal of the same to Mr. Balfour in 1845, 29.

Ball, William, unimprovable rents arising from property of, in the county of Cork, sold, 119.

Ballaghgarragh (Mayo), unimprovable rents arising from lands in, sold, 131.

Ballagheene (Wexford), unimprovable rents arising from lands in the barony of, sold, 128.

Ballalosskey. See *Carranemore Ballanelossky*.

Ballinlah. See *Moyeg*.

Ballinlan (King's County), unimprovable rents arising from lands in, sold, 123.

Ballinglugge (Galway), unimprovable rents arising from lands in, sold, 132.

Ballintore (Scotland), particulars of the sale of surplus Crown teinds payable out of, 118.

Ballotrotorrada (Cavan), unimprovable rents arising from the town and other lands in, sold, 133.

Ballyadams (Queen's County), unimprovable rents arising from lands in the barony of, sold, 119.

Ballybreves. See *Ballyprattas*.

Ballyboghill Parish (Dublin), amount of the tithes of, now in charge of the Commissioner of Woods, 36. 44.

Ballyboy (King's County), unimprovable rents arising from lands in the barony of, sold, 127.

Ballycolyan (King's County), unimprovable rents arising from lands in, sold, 123.

Ballyconnellane (Mayo), unimprovable rents arising from lands in, sold, 133.

Ballycouse (Galway), unimprovable rents arising out of, sold, 127.

Ballycurremy, alias *Ballycurrane* (Cork), unimprovable rents arising from lands in, sold, 119.

Ballyduffe (King's County), unimprovable rents arising from lands in, sold, 127.

Ballyfoyle (Queen's County), unimprovable rents arising from lands in, sold, 119.

Ballygarruff (Mayo), unimprovable rents arising out of lands in, sold, 131.

Ballyglanny. See *Coller*.

Ballygorin (Kildare), unimprovable rents arising from lands in, sold, 128.

Ballyhea, alias *Ballyea* (Tipperary), unimprovable rents arising from lands in, sold, 129.

Bally Heagh (Tipperary), unimprovable rents arising out of, sold, 129.

Ballyhing, alias *Glinsk* (Galway), unimprovable rents arising from lands in, sold, 124.

Ballykilcline, &c., balance due to the late receivers of land revenue, for, 176.

Ballykouse and *Killeveny* (Galway), unimprovable rents arising from lands in, sold, 126.

Ballym^chugh (Westmeath), unimprovable rents arising out of lands in, sold, 128.

Ballymannagh, alias *Ballynaona Cligh* and *Gortganny*, (Galway), unimprovable rents arising out of lands in, sold, 126.

Ballym^cDonnagh (Wexford), unimprovable rents arising from lands in, sold, 128.

Ballymore, alias *Lissmony* (Galway), unimprovable rents arising out of, sold, 126.

Ballymore (Galway), unimprovable rents arising out of lands in, sold, 126; unimprovable rents arising from lands in, sold, 126; unimprovable rents arising out of lands in, sold, 127.

Ballynalog (Galway), unimprovable rents arising from lands in, sold, 125.

Ballynakelly (Galway), unimprovable rents arising out of, sold, 132.

Ballynaona Cligh. See *Ballymannagh*.

Ballyneboda, alias *Ballynessmodagh* (Galway), unimprovable rents arising from lands in, sold, 126.

Ballynehugh (Mayo), unimprovable rents arising out of, sold, 130.

Ballynekilly (Cork), unimprovable rents arising out of lands in, sold, 134.

Ballynemony. See *Moonstowne*, &c.

Ballynesegart (Kerry), unimprovable rents arising from lands in, sold, 129.

Ballynessmodagh. See *Ballyneboda*.

Ballynorea, unimprovable rents arising out of lands in, sold, 129.

Ballypracas. See *Clonnebreene*.

Ballyprattas, alias *Ballybreves* (Wexford), unimprovable rents arising from lands in, sold, 129.

Ballyyea. See *Ballyhea*.

Balrothery (Dublin), unimprovable rents arising from lands in the barony of, sold, 123.

Bandon Collection, abstract of quit, &c. leaseh old, and other rents in, amount received during the year, &c., 136, 137.

Bantry (Wexford), unimprovable rents arising from lands in the barony of, sold, 127.

Barker, Rev. Joseph Henry. See *Bacon*, John Turner, &c.

Barking Parish (Essex), lands situate in, sold, 74.

Barragh (Carlow), unimprovable rents arising out of one-half, sold, 129.

Barratt, John, particulars of conveyance to, of the Crown's interest in part of the encroachments from the wastes of Staunton Manor, 109.

Barrimore (Cork), unimprovable rents arising from lands in the barony of, sold, 130.

Barrow Manor (Lincoln), profit derived from this manor, 146; account of expenditure for drainage of the Barrow estate, 151; balance in the hands of the steward of this manor on 1 April 1854, 177.

Barry, J. D., and others, monies due to the Crown by, in respect of rents in charge of receivers of land revenue for Carnarvon, 95.

Barton (Suffolk), unimprovable rents in, sold, 85.

Barton Manor (Lincoln), profits derived from this manor, 146; balance in the hands of the steward on 1st April 1854, 177.

Bawnconnellan (Mayo), unimprovable rents arising out of lands in, sold, 133.

Baynham, James, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 111.

Beare and Bantry (Cork), unimprovable rents arising from lands in the barony of, sold, 134.

Bedborough, James, Thomas and Arthur Vansittart, lands situate in the parish of Clewer (Berks), purchased from, 87.

Bedborough, J. T., rents put in charge of receiver of land revenue for Berks, arising out of the purchase of land situate in Windsor, of, 93.

Bedford County, balance in the hands of the steward, &c. for Dunstable manor, situate in, 177.

Bedford, balance in the hands of the steward, &c. of the manors of Sefford with Campton, 177.

Beetham, Albert William, report and particulars of conveyance to, of the Crown's interest in part of the open wastes of New Forest, 22. 103.

Belfast Collection, abstract of quit, &c., leasehold and other rents in, amount received within the year, &c., 136, 137.

Bell, John, unimprovable rents arising out of lands in Kildare county, sold to, 128.

Bellamoe (Galway), unimprovable rents arising from lands in the barony of, sold, 124, 125.

Bellew, Sir John, unimprovable rents arising from property of, in Galway county, sold, 125.

Belt, &c. Iron Mine Works, license granted to, to form a tramroad over the waste of Dean Forest, for the purpose of carrying on the works connected therewith, 105.

Belvoir Hotel (Rhyl, Flint), receipts derived from sale of land in front of, 140.

Bemfleet Creek (Essex), amount derived from sale of foreshore of river at, 74. 140.

Benbow, John. See *Somervill*, Sir William Meredith, Bart, &c.

Benfield, George, particulars of conveyance of Crown's interest in land situate at Parkend (Dean Forest), 107.

Bennet, Philip, unimprovable rents arising out of lands and tenements situate in Suffolk, sold to, 85, 86.

Bennett, Timothy, particulars of an exchange of land with the Crown, in the Forest of Dean, 108.

Benning, C., balance in the hands of, as steward, &c. for Dunstable manor (Bedford), 177.

Bere Forest, reference to the Report of the Committee of the House of Commons of last Session on the subject of this forest, 19; power obtained by Act 18 Vict. c. 16, for granting leases of such portions thereof as may be permanently vested in the Crown, and not appropriated to the growth of navy timber, 25; comparative statement, contrasting the expense of the present with the former establishments, *ib.*; copy of Treasury Minute, dated 26 August 1854, nominating Mr. Higinbothom to be deputy surveyor, 112; receipt and expenditure on account thereof, in the year ended 31 March 1855, 164, 165.

Bere and Parkhurst Forests, copy of Treasury Minute nominating Mr. Higinbothom deputy surveyor thereof, 112.

Beresford, Sir Tristram, unimprovable rents arising from property of, in Cavan county, sold, 133.

Berkshire, lands called Catch Croft, situate in, purchased, 87; rents put in charge of the receiver of land revenue arising out of the purchase of land in this county, 93; monies remitted from this county in respect of rents in charge of receiver of land revenue, 99; amount derived from the sale of lands in the parish of New Windsor, 140;

Berkshire—continued. 140; amount expended on enfranchisement of a brick-field at Windsor, held of the manor of Clewer, 141; receipts from sales of produce of the Crown estates in this county, 150; expenditure on account of Crown estates, 151.

Bermingham, Margaret, Jane *Kather* and Mary *Bermingham*, unimprovable rents arising from property of, in Galway county, sold, 125.

Berry, J., balance in the hands of, as receiver for Fife, &c., 176.

Bescoridge and Kennerhugh (Cumberland), unimprovable rents arising out of hereditaments in, sold, 81.

Bessborough Street and Gardens (Middlesex), lease of houses and lands, part of the Millbank estate, granted, 62–64.

Bethnal Green (London), rents put in charge of receiver of land revenue for Middlesex, arising out of the purchase of ground near, 93.

Betts Farm, alias *Hockley* (Essex), moneys remitted from, in respect to fee-farm and other unimprovable rents in charge with receiver of land revenue, 101.

"*Bevans Patch*" (Dean Forest), particulars of conveyance in exchange with Messrs. Bennett, Bishop and Goold, 108.

Bideford Parish (Devon), interest of the Crown in a piece of the shore of the River Torridge, situate in, sold, 74; rents discharged from the receiver of land revenue for Devon, on account of sale of land at, 94.

Bideford Railway Extension Company, Crown's interest in lands in Devon sold to, 73.

Billingborough, &c., Estates (Lincoln), particulars of the purchase thereof, 11, 12. 87; letter from the Commissioner of Woods, &c., to the Lords of the Treasury, dated 10th August 1854, relative to purchasing these estates, 88, 89; amount expended in the purchase, 141.

Bilson (Dean Forest), particulars of conveyance in exchange with Messrs. Bennett, Bishop and Goold for land situate near, 108.

Bingham, Sir George, unimprovable rents arising from property of, in Mayo county, sold, 131.

Bird, Golding, abstract of quit, &c., leasehold and other rents received from, as collector for Cork, 136, 137.

Bird, William, unimprovable rents arising out of hereditaments situate in Bescoridge and Kennerhugh (Cumberland), sold to, 81.

Birkenhead, interest of the Crown in a piece of strand at, sold, 8. 71; amount derived from sale of foreshore of the River Mersey at, 140.

Birkenhead Docks, balance in the hands of the trustees of, for report on the plans of, 177.

Birn Collection (Ireland), abstract of quit, &c., leasehold and other rents in; amount received within the year, &c., 136, 137.

Birthorpe, &c., Manors (Lincoln), particulars of the purchase of, 11, 12; letter from Right Hon. C. Gore to the Lords of the Treasury, dated 10 August, relative to the purchase of Birthorpe manor, 88, 89.

See also *Billingborough, &c. Estates.*

Bishop, William, particulars of an exchange of lands in the Forest of Dean between the Crown and William Bishop, 108.

See also *Bennett*, Timothy.

Black, James A., abstract of quit, &c. leasehold and other rents received from, as collector for Bandon, 136, 137.

Blackwall Railway Company. See *Eastern Counties and London and Blackwall Railway Companies.*

Blainkie, J., balance in the hands of, as receiver for Forfar, &c., 176.

Blake. See *Browne*, Marcus, &c.

Bland, Loftus H., M.P., tabular form, showing the acreage, annual rent, &c. of the lands of Kilconcouse, sold to, 49.

Blecking Townlands (Norfolk), unimprovable rents arising out of, sold, 85.

Blencowe, Arthur, lease of farms and buildings in Shrimpling (Suffolk) granted to, 66.

Blenkiron, William, leases of lands and premises in the parish of Eltham, Kent, granted to, 58.

Bodelagh and *Terrykillin* (Galway), unimprovable rents arising out of lands in, sold, 132.

Boldre Parish (Southampton), particulars of conveyance of part of open waste of New Forest situate in, to Albert W. Beetham, 103.

Boles, Thomas, unimprovable rents arising from property of, in Cork County, sold, 128.

Bonclody, alias *Newtowne Barry* (Wexford), unimprovable rents arising from certain privileges, sold, 129.

Bonner's Fields (London), rents put in charge of receiver of land revenue for Middlesex, arising out of the purchase of ground in, 93.

Bonsfield, Charles Pritchett. See *Bacon*, John Turner, &c.

Bonsall, John Smith, lands and premises in Cardigan, sold to, 70.

Booth, Sir Robert, and Sir Audley *Mervin*, unimprovable rents arising from property of, in the county of Cork, sold, 129.

Borr, Christian, unimprovable rents arising from property of, in Wexford county, sold, 128.

Borwick, George, particulars of sale to, of lands and premises in the parishes of Kirkwall and St. Ola (Orkney), 117.

Boughill Estate (Galway), table showing the acreage, rental and tenure of the Boughill estate, in the county of Galway, 36. 49; description of the position and prospects thereof, 39; recommendation of Mr. Griffith as to the sale of this estate, 48; amount derived from the sale of lands, 142.

Bourk, Sir Edward, unimprovable rents arising from property of, in Galway county, sold, 125.

Bourk, Miles, unimprovable rents arising from property of, in Galway county, sold, 127.

Bourk, Sir Ulick, unimprovable rents arising out of lands in Galway county, sold to, 125.

Bourke, Henry, unimprovable rents arising from property of, in the county of Galway, 125.

Bourke, John, unimprovable rents arising from property of, in Galway county, sold, 125.

Bourke, Ulick, unimprovable rents arising from property of, in Mayo county, sold, 130.

Boyan, M., balance of his account as agent for the management of Kingwilliamstown Estate, Castlemain Estate, and the lands of Kinsale (Ireland), 178.

Braehead Farm (Orkney), amount realized by the sale of, in 1846, 29.

Branslady. See *Rylandmore*, &c.

Brassington, C. P., amount of bills for commission, &c., on sales of various estates in Ireland, 143; balance due to him on his bills for surveys, 178.

Brassington and Gale, Messrs., balance due to them as the late receivers for Ballykilcline, &c., 176.

Braunton Parish (Devon). See *Heaton*, &c. Parishes.

Braystone in Beess (Cumberland), unimprovable rents arising out of hereditaments in, sold, 81.

Bream to Parkend Turnpike-road (Dean Forest), particulars of license for forming a tram-road from Oakwood Mill to, for the purpose of carrying on works connected with the New China Level Gale, 106.

Brechin

Brechin Parish, purchase monies of teinds returned to certain of the Caldhame Feuars in, 143.

Briavels, St., Hundred of, remarks on, and schedule of all gales of coal and iron mines situate in, 23. 109.

Bridge, W., balance in the hands of, as steward, &c., for Portland Manor (Dorset), 177.

Bridgewater House, lease of ground for the ornamental garden of, granted, 4. 7. 60.

Brines Park. See *Brynes Park*.

Bringham, John, unimprovable rents arising from property of, in Mayo county, sold, 122.

Brogden, John, and others, lease of the mines and minerals of the Crown Manor of Muchland (Lancaster), granted to, 58.

Bromfield and Yale, Lordships of (Denbigh), encroachments from the common wastes of, sold, 71; unimprovable rents arising out of hereditaments situate in, sold, 82; amount derived as profit from the lordship of Bromfield, 146.

Brooke, Earl. See *Warwick*, Earl of.

Brooks, William, Crown's interest in copyhold premises, &c., situate at Egham (Surrey), enfranchised to, 80.

Brownestowne (Cork), unimprovable rents arising from lands in, sold, 124.

Brown, Addison, lease of a piece of beach soil or seashore at Hinderwell (York), granted to, 66.

Brown, Charles John, interest of the Crown in copyhold lands situate at Esher (Surrey), enfranchised to, 81.

Brown, J., balance in the hands of, as late Deputy Surveyor of Dean Forest, &c., 176.

Brown, John William Barrington, and Richard Steward *Wardell*, lease of premises situate at Castletown, in the Isle of Portland, granted to, 56.

Browne, Anthony, and others, unimprovable rents arising from property of, in Galway county, sold, 124.

Browne, John, unimprovable rents arising from property of, in Mayo county, sold, 131.

Browne, Marcus, and Kath. *Browne*, alias *Blake*, unimprovable rents arising from property of, in Galway county, sold, 124.

Browne, Oliver, unimprovable rents arising from property of, in Galway county, sold, 122.

Brownestowne (Dublin), unimprovable rents arising from lands in, sold, 123.

Bruce, John, sale of part of the shore-ground of the sea situate at Sandsair, Shetland, to, 117.

Brundish Parish (Suffolk), particulars of sale of land in, 8; observations relative to the sale of Chauntry and St. Edmund's farms, 9, 10. 77; land called Sheet Field, in the parish of, sold, 68.

Brundish (Suffolk), rents discharged from receiver of land revenue for Suffolk, on account of sale of lands at, 94; receipts on account of interest of purchase monies of estates at, sold, 154.

Bryans Park (Meath), unimprovable rents arising from lands in, sold, 127.

Brymbo Common (Denbigh), lands and premises on the plan of, sold, 72.

Bryn Poblia Tenement (Denbigh), unimprovable rents arising out of, sold, 83.

Brynes Park, alias *Brines Park* (Meath), unimprovable rents arising from lands in, sold, 127.

Brynyferam Quarry (Minimum Royalty, Wales), monies due to the Crown from, in respect of rents in charge of receiver of land revenue, 95.

Brynmawr, &c. Slate Quarry (Minimum Royalty, Carnarvon), monies due to the Crown from, in respect of rents in charge of receiver of land revenue for Carnarvon, 95, 96.

Buck, Lewis William, and George Stuckey *Buck*, Crown's interest in lands in Devon, sold to, 73.

Buckinghamshire, portion of Crown land situate in, sold by private contract, 8. 70; particulars of sale of St. John's Wood estate, 8; unimprovable rents arising out of premises in New Windsor, sold, 81; rents discharged from the receiver of land revenue for, on account of the sale of lands in, 94; monies remitted from, in respect of fee-farm and other unimprovable rents in charge with receiver of land revenue, 100; receipts derived from the sale of the St. John's Wood estate, 140.

Bungay (Suffolk), unimprovable rents arising out of lands at, sold, 86.

Burgess, Wm., unimprovable rents arising out of St. Peter's parish (Essex), sold to, 83.

Burk, Sir Ulick, unimprovable rents arising from property of, in Galway county, sold, 124.

Burkinshaw, Matthew, Crown's interest in copyhold premises situate in Lincoln, enfranchised to, 78.

Burleyville (Southampton), particulars relative to a grant of a piece of land as a site for a school at, 22; schedule of free grant by Her Majesty of part of the waste of New Forest, as a site for a school at, 103.

Burrishowle (Mayo), unimprovable rents arising from lands in the barony of, sold, 131.

Burwell Ramseys Manor (Cambridge), particulars relative to copyhold or customary properties held of, enfranchised, 10. 78; amount derived from the enfranchisement of copyhold premises holden of the manor of Burwell Ramseys, 142; profit derived from the manor of, 146; balance in the hands of the steward for, 177.

Bury (Suffolk), unimprovable rents in, sold, 85.

Bush, H., balance in his hands as clerk to the Wychwood Forest Disafforestation Commissioners, 179.

Butler, T., unimprovable rents arising from property of, in Mayo county, sold, 122.

Bwlchgwyn Mountain (Denbigh), land on the plan of, sold, 72.

Bwlch-y-Slatters Quarry (Merioneth), monies due to the Crown from, in respect of rents in charge of receiver of land revenue, 97.

Bwlchygroes Slate Quarry. See *Brynmawr*, &c.

C.

Caed Vychgu (Denbigh), unimprovable rents arising out of the tenement of, sold, 82.

Cagilla (Galway), unimprovable rents arising from lands in, sold, 126.

Cahirmeagh (Cork), unimprovable rents arising from lands in, sold, 119.

Caithness County, receipts from sales of produce of the Crown estates in this county, 150; expenditure on account of the Crown estates, 153.

Caldramihill Estate (Galway), table showing the acreage, rental and tenure of, 36; particulars relative to the negotiation for the sale of these lands to the Crown, 41.

Callaghstowne (Westmeath), unimprovable rents arising from lands in, sold, 127.

Callows, Manor of (Galway), unimprovable rents arising from lands in, sold, 133.

Calthahinehill. See *Curraghian*.

Caltramickell. See *Carraghinan*.

Cambridge County, particulars relative to the enfranchisement of copyhold or customary properties held of the manor of Burwell Ramseys, situate in this county, 10. 78. 142; unimprovable rents arising out of premises,

Cambridge—continued.
mises in, sold, 81; monies remitted from, in respect to fee-farm and other unimprovable rents in charge of receiver of land revenue for this county, 100; balance in the hands of the steward for Burwell Ramseys manor, 177.

Cameron Parish (Fife), particulars respecting the sale of revenue derived from teinds in, 33.

Cameron, Evan, abstract of quit, &c., leasehold and other rents received from, as collector for Belfast, 136, 137.

Cameron, H. J., balance due to him, as receiver for Ross, &c., 176.

Campbell, D., balance in the hands of, as receiver for Galloway, &c., 176.

Campbell, Sir James, bart., report relative to his appointment as deputy surveyor of Dean Forest and Highmeadow Woods, 22; balance in his hands as deputy surveyor of Dean Forest, 76; Treasury letter, dated 25 August 1854, nominating Sir James Campbell to be deputy surveyor of Dean Forest and Highmeadow Woods, 104; balance due to him, account of Cinderford School, Dean Forest, 179.

Campbell, Major, R. N., particulars of the sale of part of the shore-ground of Loch Riddan (Argyll) to, 117.

Campton (Bedford). See *Shefford*, &c.

Canduffe. See *Carradan*.

Caparilla (Galway), unimprovable rents arising out of, sold, 122.

Capital of the Land Revenue, account showing the receipt and expenditure of the Commissioners for the year ended 31st March 1855, on account of the capital of the Land Revenue, 140–145; abstract showing the sources from which capital monies have arisen, 144, 145.

Cappagh (Galway), unimprovable rents arising from lands in, sold, 126, 127.

Cappaghtowger (Galway), unimprovable rents arising from lands in, sold, 126.

Carbury (Cork), unimprovable rents arising from lands in the barony of, sold, 119. 124. 133.

Cardiganshire, portions of Crown land situate in, sold by private contract, 8; Crown's interest in lands and premises sold, 70; monies due to the Crown by James Stride and others, in respect of rents in his charge as receiver of land revenue for this county, 95; amount of profit derived from mines and quarries in Cardiganshire, 150.

Carhenekilly (Kerry), unimprovable rents arising out of, sold, 129.

Carhowgarriff Kerry), unimprovable rents arising out of lands in, sold, 129.

Carhunnagh (Kerry), unimprovable rents arising from lands in, sold, 129.

Carisbrook Castle, account of expenditure for repairs, &c., including superintendence, 151.

Carlow County, unimprovable rents arising out of property in, sold, 129.

Carlton Mews, lessees of, balance in their hands for new granite pavement, 178.

Carmarthenshire, portions of Crown land situate in, sold by private contract, 8; lease of land and premises in this county, granted, 54; Crown's interest in lands in, sold, 71; receipts derived from the sale of lands, 140.

Carnarvonshire, report relative to the leases of mines and quarries granted in the county of Carnarvon, 4; lease of land or ground covered with water, situate in the Menai Straits, granted, 4. 54; portions of Crown land situate in, sold by private contract, 8. 71; leases of mines and minerals, granted, 54; monies due to the Crown in respect of rents in charge of the receiver of land revenue for this county, 95; amount of profit derived from mines and quarries in, 150.

Carnebrick (Cavan), unimprovable rents arising out of sold, 133.

Carradan, alias *Canduffe*, unimprovable rents arising from lands of, sold, 131.

Carraghinan, alias *Caltramickell* (Galway), unimprovable rents arising from lands in, sold, 132.

Carrandarragh and Drumaskin (Meath), unimprovable rents arising out of, sold, 125.

Carranemore Ballanelosskey, alias *Ballalosskey* (Wexford), unimprovable rents arising from lands in, sold, 129.

Carrick (Sligo), unimprovable rents arising out of, sold, 124.

Carricknegappull (Sligo), unimprovable rents arising from, sold, 124.

Carriganes Townland (Kingswilliamstown Estate), table showing the acreage, number of tenancies and annual rents, 47. 49.

Carrigannavoy, alias *Currycannavy* (Cork), unimprovable rents arising out of lands situate at, sold, 119.

Carrigduffe (Carlow), unimprovable rents arising out of lands in, sold, 129.

Carrington, John, lands in Denbigh sold to, 72.

Carroboy (Westmeath), unimprovable rents arising from lands in, sold, 127.

Carroll, Susan Eliza, unimprovable rents arising out of lands in Tipperary County, sold to, 123.

Carrowbane (Mayo), unimprovable rents arising out of property situate in, sold, 131.

Carrowcuske (Mayo), unimprovable rents arising from lands in, sold, 130.

Carroweendrosse Carrownconkilling (Galway), unimprovable rents arising out of the lands of, sold, 132.

Carrowenclune (Mayo), unimprovable rents arising out of, sold, 131.

Carrowfinoge (Galway), unimprovable rents arising from lands in, sold, 132.

Carrowgare (Galway), unimprovable rents arising from property situate in, sold, 132.

Carrowgarrane (Galway), unimprovable rents arising from lands in, sold, 125.

Carrowgowen (Mayo), unimprovable rents arising out of, sold, 131.

Carrowgrane and Carrowkeele (Galway), unimprovable rents arising out of lands in, sold, 124.

Carrowingillbuck. See *Carrownegilluck*.

Carrowkeele and Attyloghy (Mayo), unimprovable rents arising from lands in, sold, 130.

Carrowkeele. See *Carrowgrane*.

Carrowkeelenecarby (Mayo), unimprovable rents arising from lands in, sold, 130.

Carrowkilleene and Carroweendrosse Carrownconkilling (Galway), unimprovable rents arising out of lands herein, sold, 132.

Carrowkinagh (Galway), unimprovable rents arising from lands in, sold, 126.

Carrowlagh (Mayo), unimprovable rents arising out of property in, sold, 131.

Carrowmartin (Galway), unimprovable rents arising from lands in, sold, 122.

Carrowmore (Mayo), unimprovable rents arising out of property situate in, sold, 122.

Carrowmore Killbreedy (Mayo), unimprovable rents arising from lands in, sold, 130.

Carrownedin (Mayo), unimprovable rents arising out of, sold, 122.

Carrownegilluck, alias *Carrowingillbuck* (Mayo), unimprovable rents arising out of lands in, sold, 130.

Carrowmcashell

Carrowm^cashell (Mayo), unimprovable rents arising out of lands situate in, sold, 130.

Carrowm^cshane (Mayo), unimprovable rents arising out of lands in, sold, 130.

Carrowniny. See *Lissanerody*, &c.

Carrownisky, alias *Leecarrowneloslue* (Mayo), unimprovable rents arising from lands in, sold, 130.

Carrowtemple (Sligo), unimprovable rents arising from lands in, sold, 131.

Carrygrohane (Cork), unimprovable rents arising from, sold, 128.

Carey, Theophilus, and Thomas *Dodgin*, unimprovable rents arising from property of, in Cork county, sold, 133.

Cartron Murloge (Longford), unimprovable rents arising out of, sold, 131.

Cass's, Sir John, charity, the trustees of, land situate in the parish of St. John, Hackney, London, exchanged with, 88.

Castlekirke. See *Rylandmore*, &c.

Castlemaine Estate (Kerry), statement showing the acreage, rental and tenure thereof, 36. 49; particulars relative to the gradual deterioration of this property since its resumption by the Crown in 1836, 44; recommendation of Mr. Griffith as to its sale, 48; amount derived from the sale of lands, 142.

Castlepinine (Mayo), unimprovable rents arising from property in, sold, 122.

Castleraghan (Cavan), unimprovable rents arising from lands in the barony of, sold, 122. 133.

Castletown (Dorset), leases of premises situate at, granted, 56; lands at, sold, 74.

Catch Croft (Berks), purchase of the lands thereof, 87.

Cavan County, unimprovable rents arising out of property in, sold, 122. 124. 133.

Cavan, Earl of, unimprovable rents arising from property of, in Cavan County, sold, 124.

Cavanagh, Charles, lease of the lands of Greenhill Field granted to, for 7 years, at the annual rent of 25 *l.* 7 *s.*, 43.

Cefn Cam Quarry (Merioneth), monies due to the Crown from, in respect of rents in charge of the receiver of land revenue, 97.

Cefn Mawr (Denbigh), lands and premises on the plan of, sold, 72.

Celynin (Merioneth), lease of mines and minerals in the parish of, granted, 58.

Chancery Lane (London), unimprovable rent arising out of the King's Head Tavern, situate at the corner of, sold, 84.

Chandos-street (London), lands and premises situate at the corner of, sold, 76.

Chantry Lands (Sleaford, Lincoln), unimprovable rents arising out of, sold, 84.

Charles Fort Estate (Kinsale, Cork), table showing its acreage, rental and tenure, 36.

Charlemont Estate (Armagh), table showing the acreage, rental and tenure thereof, 36; narrative of the position and prospects of this estate, 37; objection to its sale, in consequence of its immediate connexion with the Fort of Charlemont, 48.

Charlton Parish (Kent), lands situate in, sold, 75.

Chaston, James, sale of St. Edmund's Farm, Brundish parish (Suffolk), to, 77.

Chateau l'Etoc (Isle of Alderney), amount derived from sale of lands at, 142.

Chauntry Farm (Suffolk), particulars relative to the sale of this property, 9. 10. 77. 86; rents discharged from the receiver of land revenue for Suffolk, on account of the sale, 94; amount received from the sale, 140; receipts on account of interest of the purchase money, 154.

Chelsea Waterworks Company, parts of the shore and bed of the River Thames sold to, 76.

Chester County, report relative to portions of Crown land situate in, sold by private contract, 8; interest of the Crown in lands in this county, sold, 71; unimprovable rents arising out of premises situate in, sold, 81; receipts derived from the sale of foreshore of the River Mersey at Birkenhead, 140; receipts on account of interest of purchase money of estates sold, 154; balance in the hands of the receiver of the land revenue for the county, 176.

Chewing, Thomas, unimprovable rents arising from property of, in Tipperary county, sold, 133.

Chippingwycombe (Bucks), lands and premises in the parish of, sold, 70.

Chopwell Woods, report as to the clearing, draining, &c. thereof, being proceeded with in the manner suggested by Mr. Brown, 27; receipts and expenditure on account of, for the year ended 31 March 1855; 148, 149. 174, 175.

Christchurch (Dean Forest), account of receipt and expenditure of the fund for the support of, 188, 189.

Christchurch Parish (Monmouth), interest of the Crown in certain copyhold lands, &c., situate in, enfranchised, 79.

Christian, Thomas, lands situate in Flint sold to, 75.

Christie, John Wilkie, particulars of the sale of lands situate in Forfar, to, 117.

Churches, &c., particulars of grant of land to the Commissioners for building New Churches, situate at Nant-y-glo (Monmouth), 87; receipt and expenditure on account of the churches at Newborough and Sunk Island, 186, 187; account of receipt and expenditure of the fund for the support of churches in Dean Forest, 188, 189; expenditure on account of donations to churches, schools, &c. in the year ended 31 March 1855; 155.

Churchill (Dean Forest), particulars of license granted to form a tramway over waste of Dean Forest, for carrying on works connected with a colliery situate near Churchill, 106.

Churchway Terminus (South Wales Railway), lease of land of waste of Dean Forest, situate near, 105.

Cinderford Bridge (Dean Forest Waste), conveyance of Crown's interest in land situate near to William Mountjoy, 107.

Cinderford Iron Mine (Dean Forest), schedule of gale of, granted to W. Wintle, 109.

Cinderford Church and School (Dean Forest), amount of the balance of the account in respect of Cinderford School, rendered up to the 31st March 1855, 179; account of receipt and expenditure of the fund for the support of Cinderford Church, 188, 189.

Clanricard, Earl, unimprovable rents arising from property of, in Galway county, sold, 127. 133.

Clapham, William, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Clare County, unimprovable rents arising out of property in, sold, 119.

Clare, John, abstract of quit, &c., leasehold and other rents received from, as Collector for Coleraine, 136, 137.

Clark, Daniel, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Clarke, E. P., balance due to him as steward, &c. for Wymondham Manor (Norfolk), 177.

Clarke, William Robert, interest of the Crown in copyhold lands and premises situate at Wymondham (Norfolk), enfranchised to, 79.

Clayrawer (Mayo), unimprovable rents arising from lands in, sold, 130.

Clearwell Iron Mine (Dean Forest), schedule of gale of, granted to W. Keat, 109.

Clewer Manor (Berks), amount expended on enfranchisement of a brick-field at Windsor, held of the Manor of Clewer, 141; profit derived from this manor, 146.

Clewer Parish (Berks), purchase by the Crown of the lands of Catch Croft, situate in, 87.

Cloantykertine (Cork), unimprovable rents arising from lands of, sold, 128.

Clogan Gold Mine (Merioneth). See *Vigra, &c.*

Cloghbracke and Brodall (Galway), unimprovable rents arising from lands in, sold, 126.

Cloghan, Mary and Francis, unimprovable rents arising out of lands in Mayo county, sold to, 122.

Cloghranke (Kilkenny), unimprovable rents arising from, sold, 127.

Clonbrack (Meath), unimprovable rents arising from lands in, sold, 125.

Clonearke, alias *Clownarlow* (Mayo), unimprovable rents arising from property situate in, sold, 130.

Clonecarra. See *Drumin, &c.*

Clonecarre (Mayo), unimprovable rents arising from lands in, sold, 130.

Clonecannony (Mayo), unimprovable rents arising out of, sold, 131.

Clonmaghan (Cavan), unimprovable rents arising from lands in the barony of, sold, 123.

Clonmakill. See *Knichealy.*

Clonme Knowne (Galway), unimprovable rents arising from lands in the barony of, sold, 127, 128.

Clonmoghan (Cavan), unimprovable rents arising from lands in the barony of, sold, 133.

Clonmore (Wexford), unimprovable rents arising from lands in, sold, 128.

Clonmullin (Carlow), unimprovable rents arising from the townlands in, sold, 129.

Clonnebreene and *Ballypracas* (Wexford), unimprovable rents arising from property in, sold, 129.

Clontelew (Armagh), unimprovable rent arising from a certain privilege in, sold, 127.

Clontellelew Breghagh (Armagh), unimprovable rents arising from lands in, sold, 127.

Clonygowne (Mayo), unimprovable rents arising out of lands of, sold, 122.

Cloonerelish, alias *Cloonconlish* (Galway), unimprovable rents arising out of, sold, 132.

Cloonfaguey (Galway), amount derived from the sale of portions of the lands of, 142.

Closegh (Monaghan), unimprovable rents arising from lands in, sold, 123.

Clownarlow. See *Clonearke.*

Cloyduffe (Westmeath), unimprovable rents arising from lands in, sold, 127.

Cloyrone (Mayo), unimprovable rents arising out of these lands, sold, 130.

Clumby Parish (Orkney), amount of land rents and feu duties, as applicable to the year 1831, arising out of the Crown's property in this parish, 28.

Clumlee (Mayo), unimprovable rents arising out of, sold, 131.

Clutton, Mr., reference to his report relative to the purchase of Lord Fortescue's estates in Lincoln, 11; letter from Mr. John Clutton to Mr. Gore, dated 2d August, relative to the Billingborough estates, 89; balance in his hands as receiver for the counties of Lincoln, Kent, &c., 176; balance in his hands as steward, &c. for Poynings, &c. manors (Sussex), 177; balance of advances made to him to 31 March 1855, *ib.*

Cnockincoole (Cork), unimprovable rents arising out of lands in, sold, 133.

Coal and Iron Mines (Dean Forest), report on, and particulars of grants of gales of coal and iron in the Forest of Dean, 24. 109.

Cock, James, interest of the Crown in lands in Devon, sold to, 73.

Cock and Pie Tenement (St. Alban's, Hertford), monies remitted on account of, in respect to fee-farm and other rents in charge with receiver of land revenue, 101.

Cogallagh. See *Kegill*, &c.

Cogden (York), lease of mines and minerals at, granted, 66.

Colchester (Essex), monies remitted from, in respect to fee-farm and other unimprovable rents in charge with receiver of land revenue, 83. 101.

Colclough Dudley, unimprovable rents arising out of lands in Wexford County, sold to, 129.

Colemanstowne (Dublin), unimprovable rents arising from the lands of, sold, 134.

Coleraine Collection, abstract of quit, &c., leasehold and other rents in this collection, amount received within the year, &c., 136, 137.

Collan (Cavan), unimprovable rents arising out of parts of, sold, 133.

Coller, alias *Moylefine*, alias *Ballyglanny* (Mayo), unimprovable rents arising out of lands of, sold, 130.

Colline (Galway), unimprovable rents arising from lands in, sold, 128.

Collooney, Lord, unimprovable rents arising from property of, in Sligo county, sold, 124.

Colonnade (Regent Street), balance due to capital for advances on account of the removal of, 145.

Coltimore (Sligo), unimprovable rents arising from lands in, sold, 124.

Comben, Bartholomew and William. See *Otter*, William, &c.

Commissioners for the Sale of Incumbered Estates. See *Incumbered Estates Commissioners* (Ireland).

Composition Rents (Ireland), particulars respecting, 33; scale adopted for the sale of composition rents in Ireland, 34.

Connaghline and *Rurine* (Cork), unimprovable rents arising from lands of, sold, 134.

Connelly, William, unimprovable rents arising from property of, in Westmeath County, sold, 127. 129.

Conry Croughbule (Westmeath), unimprovable rents arising from lands in, sold, 127.

Consolidated Annuities, amount expended in purchase of 6,916 *l.* 8 *s.* 6 *d.* stock, 143.

Consolidated Fund, amount paid over to the Exchequer in 1854-55, as surplus income, 175.

Constance, Peter, particulars of conveyance to, of Crown's interest in land situate at Upper Bilson (Dean Forest waste), 107.

Cook, Thomas, unimprovable rents arising out of land in Keyworth (Nottingham), sold to, 85.

Coolack (Dublin), unimprovable rents arising out of property in the barony of, sold, 123.

Coolavin (Sligo), unimprovable rents arising from lands in the barony of, sold, 131.

Coolearton (Meath), unimprovable rents arising out of lands in, sold, 125.

Coolekeagh (King's County), unimprovable rents arising from lands in, sold, 127.

Coolekevan (Mayo), unimprovable rents arising out of property in, sold, 131.

Coolemore (Mayo), unimprovable rents arising from lands in, sold, 131.

Coolesaxon

Coolesaxon (Mayo), unimprovable rents arising from, sold, 122.

Coolestowne (King's County), unimprovable rents arising from lands in the barony of, sold, 123.

Cooletibegg (Sligo), unimprovable rents arising out of, sold, 124.

Coombs, Edward, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton manor, 110.

Cooper, G., balance due to him as steward, &c. for the manor of East Dereham (Norfolk), 177.

Cooper, Thomas, and Samuel *Jenkins*, license granted to T. and S. J. Cooper to dig clay or sand on waste of Dean Forest, 106.

Coote, Thomas, unimprovable rents arising from property of, in Cavan county, sold, 122.

Copyholds, report relative to the enfranchisement of, 10; schedule of copyhold or customary premises which have been enfranchised between 31st March 1854 and a similar date 1855, 78–81.

Corballybegg Corromlan. See *Lissanerody*, &c.

Cork Collection, abstract of quit, &c. leasehold and other rents in this collection, amount received within the year, &c., 136, 137.

Cork County, table showing the average rental and tenure of the estates of the Crown in, 36; report relative to the state, condition and prospects of Kingwilliamstown estate, in this county, 45–50; amount received from sale of the lands of Kingwilliamstown, 142; unimprovable rents arising out of property in the county of Cork, sold, 119. 123, 124. 128, 129, 130. 133, 134.

Cork, Earl of, unimprovable rents arising from property of, in Mayo county, sold, 131.

Corkerry (Westmeath), unimprovable rents arising from lands in the barony of, sold, 127.

Corkerry (Waterford), unimprovable rents arising from lands in the barony of, sold, 129.

Corlack Estate (Galway), table showing the acreage, rental and tenure thereof, 36; narrative of the position and prospects of this estate, 39–41.

Corne. See *Towerboyfaghy*.

Cornehill (Cavan), unimprovable rents arising from lands in, sold, 133.

Cornemalle. See *Mulle*.

Cornwall County, expenditure on account of Crown estates in the county of Cornwall, 151; balance in the hands of the steward of the manor of Rialton, Cornwall, 177.

Cornwall, Duchy of, statements as to the conveyance to the Duchy of a site for an office for that department, 15; amount derived from sale of a site at Pimlico for offices for this department, 140.

Corry, Major George, and Captain Trevor *Lloyd*, unimprovable rents arising from property of the town of Dungarvan, sold, 121.

Costelloe (Mayo), unimprovable rents arising from lands in the barony of, sold, 128. 131.

Cotley Wood (North Molton, Devon), monies due to the Crown at, in respect of rents in charge of the receiver of land revenue for Devon, 96.

Coward, Samuel, unimprovable rents arising out of lands in, sold to, 86.

Coyle, alias *Keele* (Mayo), unimprovable rents arising from lands in, sold, 130.

Cozens and *Drew*, Messrs., report relative to a lease of a wooden pier at Castletown, in the Isle of Portland, granted to, 6; schedule thereof, 56.

Crane, *Tookey* and *Pullen*, Messrs., monies due to the Crown by, in respect of rents in their charge as receivers of land revenue for Carnarvon, 96.

Crantit Lands (Orkney), acreage, annual rents payable to the Crown, and amount realized by the sale of these lands, 31; reference to and remarks on the sale, 32.

Crawshay, William, particulars of license granted to, to form a railroad or tramroad through Lightmoor Inclosure (Dean Forest), 105.

Creaghduffe (Galway), unimprovable rents arising from lands in, sold, 125.

Cregane (Galway), unimprovable rents arising from lands in, sold, 124.

Creggs (Galway), unimprovable rents arising out of certain privileges at, sold, 125.

Cremorne (Monaghan), unimprovable rents arising from lands in the barony of, sold, 123.

Creuddyn, Hundred of (Carvarvon), profit derived from the Hundred, 146.

Crilly Connagh (Cork), unimprovable rents arising from lands in, sold, 134.

Cringleford, *East Carlton* and *Hethersett*, unimprovable rents arising out of lands in, sold, 85.

Critchley, Charles, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton manor, 111.

Crofts, Benjamin, unimprovable rents arising from property of, in Cork County, sold, 124.

Croll, Alexander Angus, and Edward *Kingsford*, license granted to, to form a tramroad through Ruardean Inclosure (Dean Forest), 105; particulars of lease of part of waste of Dean Forest to, 105.

Crone. See *Tobberboyfaghy*.

Crown Lands (Ireland), nature of, how acquired, &c., 35.

Crown Rents, account showing the total sum received from Crown rents, 146.

Crown Rents (Ireland), report respecting, 33; scale adopted for the sale of, 34.

Croythin, Lordship of (Cardigan), encroachments from the common wastes of the Crown's lordship of, sold, 70; profit derived from the lordship, 146.

Cubitt, Thomas, lease of house and lands, part of the Milbank estate, situate in the parish of St. John, Westminster, granted to, 62–64.

Cuckfield (Sussex), particulars of sale of land to the burial board for the parish of, 10. 77; amount received for sale of Crown's reversionary interest in lands at, 140.

Cuffe, Sir James, unimprovable rents arising from property of, in Galway County, sold, 126.

Cullaghmore (Mayo), unimprovable rents arising from lands of, sold, 122.

Cullenagh (Queen's County), unimprovable rents arising from lands in the barony of, sold, 119.

Cullenure (Tipperary), unimprovable rents arising from lands in, sold, 129.

Cullum, Rev. Sir Thomas Grey, unimprovable rents arising out of Halsted Manor (Suffolk), sold to, 86.

Cumberbatch, L. H., balance in his hands as Deputy Surveyor for New Forest, 176; balance in his hands as Steward, &c. for Lyndhurst Manor (Hants), 177.

Cumberland County, unimprovable rents arising out of hereditaments situate in, sold, 81; expenditure on account of Crown estates in, 151.

Cumo (Denbigh), lands in the parish of Cumo, Denbigh, sold by private contract, 72.

Cunningham, R. G. A. H. G. See *Leahy*, John.

Curraghian, alias *Calthahinehill* (Galway), unimprovable rents arising from lands in, sold, 126.

Curraghmore,

Curraghmore (Longford), unimprovable rents arising out of lands of, sold, 131.

Currycannavy. See *Carrigannavoy.*

Cuttanreagh (Galway), unimprovable rents arising from lands in, sold, 128.

Cyfoeth-y-Crenin Manor (Cardigan), amount of profit derived from, 146.

D.

Daley, Denis, Ass. Dom. *Meade*, unimprovable rents arising from property of, in Mayo county, sold, 131.

Dally, Teige, unimprovable rents arising from property of, in Galway County, sold, 132.

Dallying, John, unimprovable rents arising from property of, in Cavan County, sold, 133.

Dalm, John, unimprovable rents arising from property of, in Cavan County, sold, 133.

Dalton, John, and his Successors, Ministers of Dungarvan, unimprovable rents arising from property of, in Waterford County, sold, 120.

Dalton, Oliver, unimprovable rents arising from property of, in Westmeath County, sold, 127.

Damalstowne (Dublin), unimprovable rents arising from lands in, sold, 123.

Dance, Edward, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Darbyshire, Samuel Dukinfield, Crown's interest in lands in Anglesea, sold to, 70.

Davidson, James, abstract of quit, &c., leasehold and other rents received from, as collector for Londonderry, 136, 137.

Davis, John, particulars of lease of part of the waste of Dean Forest, granted to, 105; license granted to, to form a tramway over waste of Dean Forest, 106; particulars of license granted to, to dig clay or sand on waste of Dean Forest, 106; conveyance to, of Crown's interest in land situate near Upper Bilson (Dean Forest), 107.

Daviss, Sir Paul, unimprovable rents arising from property of, in Sligo County, sold, 124.

Day, H. F., balance in his hands as receiver for Norfolk, &c., 176.

DEAN FOREST:

I. *Generally.*

II. *Leases:*
1. *Generally.*
2. *Leases of Mines and Quarries.*

III. *Licenses:*
1. *Licenses granted to form Tramroads.*
2. *Licenses granted to dig Clay, &c.*

IV. *Exchanges of Land.*

V. *Appointment of Deputy Surveyor.*

VI. *Income and Expenditure.*

I. *Generally:*

Particulars of conveyances of the Crown's interest in land unfit for the growth of timber, 107.

II. *Leases:*

1. *Generally:*

Power obtained by Act 18 Vict. c. 16, to grant leases of such portions thereof as may be permanently vested in the Crown and not appropriated to the growth of navy timber, 25; schedule of the particulars of two leases of land in the Forest of Dean, 105.

DEAN FOREST: II. *Leases*—continued.

2. *Leases of Mines and Quarries:*

Report relative to a lease granted of a stone quarry in Dean Forest, 23; also report of leases granted to the registered owners of gales therein, for the better working of such gales, *ib.*; report relative to gales of coal and iron mines therein, granted, 24; particulars of lease of a stone quarry, situate in Dean Forest, granted to Thomas Dorrington, 104; schedules of gales of coal and iron mines situate in this forest, granted, 109.

III. *Licenses:*

1. *Licenses granted to form Tramroads:*

Particulars relative to licenses granted for forming tramroads for the better working of gales therein, 23; schedule of the particulars of three licenses to make tramroads through certain inclosures and open waste land in the Forest of Dean, 105; particulars of four licenses to make tramroads over the open waste land in the Forest of Dean, 106.

2. *Licenses granted to dig Clay, &c.:*

Report relative to licenses granted for digging clay or sand off the waste of Dean Forest, 23; schedule of the particulars of three licenses to dig and get clay or sand in the Forest of Dean, 106.

IV. *Exchanges of Land:*

Schedule of the particulars of two conveyances of land made in exchange in the Forest of Dean, 108.

V. *Appointment of Deputy Surveyor:*

Report relative to the appointment of Sir James Campbell as Deputy Surveyor of Dean Forest and Highmeadow Woods, 22; Treasury letter, dated 25 August, nominating Sir James Campbell Deputy Surveyor, 104.

VI. *Income and Expenditure:*

Amount received from sale of land and encroachments, 144; receipt and expenditure on account of the mines in Dean Forest, for the year ended 31 March 1855, 148, 149; receipt and expenditure on account of the Forest, in the year ended 31 March 1855, 160, 161; balance in the hands of the deputy surveyor of land revenue for, arising out of mines situate therein, 176; advances made out of the income of the land revenue to the trustees of the Dean Forest roads, 182; account of receipt and expenditure of the fund for the support of the churches therein, 188, 189.

Dean's Meend (Dean Forest), license granted John Davis to dig clay or sand off land situate near, 106.
See also *Loquier's and Dean's Meend.*

Dearden, Henry, lease of granite rock, stone, &c. at Mica Mountain (Isle of Man), granted to, 58.

Decies Barony (Waterford), unimprovable rents arising from lands in, sold, 119.

Decoy Pond Farm (New Forest), report on, and particulars relative to a lease of, granted to W. S. Oke, 22. 102.

Dedworth Mansel Manor (Berks), amount of profit derived from, 146.

Deeping, East, Manor (Lincoln). See *East Deeping* Manor (Lincoln).

Deer Removal Act, reference to the claims of common and other rights claimed by persons in and over the New Forest under this Act, 20; steps taken by the Commissioner towards exercising the power acquired by the Crown in lieu of its right to keep deer, 21.

Defalcations, schedule of all defalcations which have taken place in respect of monies due and owing to Her Majesty, specifying the circumstances under which such defalcations have taken place, and the means, if any, available, and the measures, if any, taken for the recovery of the money, 102.

Delahide, George. See *Sands*, Sir William.

Delamere

Delamere Forest, reference to the report of the Committee of the House of Commons of last Session, as to the management of this forest being bad, and its condition most unsatisfactory, 19; power obtained by Act 18 Vict. c. 16, for granting leases of such portions thereof as may be permanently vested in the Crown, and not appropriated to the growth of navy timber, 25.

Observations relative to the appointment of Mr. Linnell as deputy surveyor thereof, 25, 26; comparative statement, showing the annual saving by appointing Mr. Linnell deputy surveyor of, 26; receipts and expenditure on account thereof, in the year ended 31 March 1855, 170, 171; balance in the hands of the deputy surveyor, 176.

Denbigh, Lordship of, amount of profit derived therefrom, 146.

Denbighshire, portions of Crown land situate in, sold by private contract, 8; observations relative to an agreement entered into with Sir Watkin Williams Wynn, for the sale to him of the Crown's interest in lands situate in, 13, 14. 90; lease of land and tenement situate at Llanelian, granted, 56; Crown's interest in lands and premises in, sold, 71–73.

Unimprovable rents arising out of lands and premises situate in, sold, 82, 83; monies due to the Crown in respect of rents in the charge of the receiver of land revenue for this county, 96; monies remitted from, in respect to fee-farm and other unimprovable rents in charge of the receiver of land revenue, 101; amount of profit derived from mines and quarries in, 150.

Dennant and *Renowas Croes Angen* Tenement (Denbigh), unimprovable rents arising out of, sold, 82.

Denominacon (King's County), unimprovable rents arising from lands in, sold, 127.

Deputy Surveyors, report relative to the appointment of Sir James Campbell as deputy surveyor of Dean Forest and Highmeadow Woods, 22; Treasury Letter, dated 25 August 1854, nominating Sir James Campbell to be deputy surveyor of Dean Forest and Highmeadow Woods, 104; Copy of Treasury Minute, nominating Mr. Higinbothom deputy surveyor of Bere and Parkhurst Forests, 112; balance sheet showing the amount due by or owing to, 176.

Derby, the Mayor, Aldermen, &c., for the Borough of, unimprovable rents arising out of tenements, &c., situate in Derby, sold to, 83.

Derby County, unimprovable rents arising out of tenements, &c., in, sold, 83.

Dereham, East (Norfolk), report relative to the enfranchisement of copyhold or customary properties held of, 10; interest of the Crown in copyhold lands and premises situate at, enfranchised, 79; amount derived from enfranchisement of copyhold premises holden of the manor, 142; amount of profit derived from the manor, 146; balance in the hands of the steward of the manor of East Dereham, 177.

Dernish, alias *Derrow* (Galway), unimprovable rents arising out of, 132.

Derrenelane, alias *Druminelane*, and *Loghgire* (Mayo), unimprovable rents arising from lands in, sold, 122.

Derrypleagh (Cavan), unimprovable rents arising from lands in, sold, 133.

Derwent and Shotley Bridge Roads, amount advanced out of the income of the land revenue to the trustees of, 182.

Devon County, portions of Crown land situate in, sold by private contract, 8; particulars of sales of foreshores in, 9; Crown's interest in lands in, sold, 73, 74; rents discharged from the receiver of land revenue for this county, on account of the sale of lands, 94; monies due to the Crown in respect of rents in charge of the receiver of land revenue, 96; receipts derived from the sale of foreshores of rivers in Devonshire, 140.

Dike, James, lease of premises situate at Castletown, in the Isle of Portland, granted to, 56.

Dillon, Arthur, unimprovable rents arising from property of, in Louth County, sold, 131.

Dillon, Colonel Carey, and Captain James *Stopford*, unimprovable rents arising from property of, in the town of Dungarvan, sold, 120.

Dillon, Gerard, unimprovable rents arising out of lands in Meath County, sold to, 125.

Dillon, Theophilus, unimprovable rents arising from property of, in Mayo County, sold, 131.

Dinorben, Lord, Representatives of the late, monies due to the Crown by, in respect of rents in charge of receiver of land revenue for Denbigh, 96.

Dobbs, William, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 111.

Dodgin, Thomas. See *Carey*, Theophilus.

Dodson, John, Assignee of Richard *Jefferys*, unimprovable rents arising from property of, in Westmeath County, sold, 127.

Dodson, Philip, and Roper *Weston*, lease of premises situate at Castletown, in the Isle of Portland, granted to, 56.

Dodsworth, Mr., particulars relative to the purchase of his estates in Lincoln, 12.

Dolwydd Tenement (Denbigh), unimprovable rents arising out of, sold, 82.

Dommᵉ Meron. See *Doomecarrane*.

Domville, Sir Compton, unimprovable rents arising out of lands in Westmeath County, sold to, 128.

Donedobby. See *Duntody*, &c.

Doomecarrane, alias *Dommᵉ Meron* (Galway), unimprovable rents arising from lands in, sold, 132.

Doomny (Mayo), unimprovable rents arising out of property situate in, sold, 131.

Dormofemola. See *Tullanelike*, &c.

Dorrington, Thomas, particulars of lease to, of a stone quarry in Dean Forest, 104.

Dorset County, report relative to a lease of foreshore adjacent to, granted, 4; portions of Crown land situate in, sold by private contract, 8; leases of premises situate at Castletown, in the Isle of Portland, granted, 56; interest of the Crown in lands in, sold, 74; balance in the hands of the steward, &c., for Portland Manor, 77; unimprovable rents arising out of lands in, sold, 83; monies due to the Crown in, in respect of rents in charge of receiver of land revenue for, 96; receipts derived from the sale of land in the Isle of Portland, 140; expenditure on account of Crown estates in this county, 151.

Dover, particulars of sale of part of the Maison Dieu Estate to the Dover Burial Board, 9; rents discharged from receiver of land revenue, on account of sale of land in, 94; defalcation at, by R. C. Pauling, in respect to monies due to the Crown, 102.

Dowell, Morris, lands situate in Flint sold to, 75.

Drew, Joseph. See *Cozens and Drew*, Messrs.

Driny, alias *Brinny* (Cork), unimprovable rents arising from, sold, 134.

Drogheda Collection, abstract of quit, &c., leasehold and other rents in, amount received within the year, &c., 136, 137.

Dromada, alias *Drumfadda* (Mayo), unimprovable rents arising out of lands in, sold, 122.

Dronagh (Cavan), unimprovable rents arising from property situate at, sold, 124.

Drumaskin. See *Carrandarragh*.

Drumbryan (Monaghan), unimprovable rents arising from lands in, sold, 123.

Drumclesshey (Monaghan), unimprovable rents arising from lands in, sold, 123.

Drumeleene,

Drumeleene (Mayo), unimprovable rents arising out of, sold, 122.

Drumfadda. See *Dromada.*

Drumin, Clonecarra and *Lecarrowkillagh* (Mayo), unimprovable rents arising from lands in, sold, 130.

Druminlane. See *Derrenelane.*

Drummond, Thomas, the Trustees of the late, particulars of the sale of the surplus Crown teinds, payable out of the north half Easter-Newton, to, 118.

Drumrany (Westmeath), unimprovable rents arising from lands in, sold, 128.

Dublin Collection, abstract of quit, &c., leasehold and other rents in, amount received within the year, &c., 136, 137.

Dublin County, table, showing the acreage, rental and tenure of the estates of the Crown in, 36; unimprovable rents arising out of property in, sold, 123. 134.

Dublin, amount derived from sale of the reversionary interest of the Crown, in portions of the Mornington Estates, in the county of Dublin, 142.

Duchy of Cornwall. See *Cornwall, Duchy.*

Duckett, John Dawson, unimprovable rents arising out of lands in Queen's County, sold to, 119.

Duckett, Joseph Fade, unimprovable rents arising out of lands in Queen's County, sold to, 119.

Dugmore, W., and E. *Jackson,* balances in their hands as lessee and deputy steward of the manor of West Walton-cum-Membris (Norfolk), 177.

Duke street (St. James', Middlesex), lease of the "Feathers" public-house in, granted, 62; amount derived from fine on renewal of lease of No. 50, Duke-street, St. James', 150.

Duleek (Dublin), unimprovable rents arising from lands in the barony of, sold, 123.

Duleek (Meath), unimprovable rents arising from lands in the barony of, sold, 125. 127.

Dunbar, balance in the hands of the receiver of land revenue for, 176.

Duncan and Hutchison, Messrs., balance in the hands of, as the late receivers for Glasgow, 176.

Dundee, particulars relative to the sale of part of the shore ground of the River Tay, at, 27. 117.

Dundee and Perth, and Dundee and Arbroath Railway, balance due to this company in regard to amount lodged for charges connected with the bill of 1848, 179.

Dundobby. See *Dunlobby.*

Dunfermline, balance in the hands of the receiver of land revenue for, 176.

Dungarvan, Ministers of. See *Dalton,* John.

Dungarvan (Waterford), unimprovable rents arising from property in the town of, sold, 120.

Dungorman (Westmeath), unimprovable rents arising from lands in, sold, 127.

Dunlobby, alias *Dundobby* (Mayo), unimprovable rents arising out of, sold, 130.

Dunmore (Galway), unimprovable rents arising from lands in the barony of, sold, 122. 124, 125.

Dunscombe, N., tabular form, showing the acreage, annual rent, &c. of the lands of Meenganie, sold to, 49.

Dunstable Manor (Bedford), amount of profit derived from the manor, 146; balance in the hands of the steward, &c. for, 177.

Duntody, alias *Dunobby,* alias *Donedobby* (Mayo), unimprovable rents arising from lands in, sold, 130.

Durham County, receipts and expenditure on account of mines in Chopwell Woods, for the year ended 31 March 1855, 148, 149.

E.

Eaden, T., junior, balance in his hands, as deputy steward of the manor of Burwell Ramseys (Cambridge), 177.

East Carlton. See *Cringleford,* &c.

East Dereham (Norfolk.) See *Dereham, East* (Norfolk).

East and West Deeping Manor (Lincoln), amount of profit derived from the manor of East Deeping Manor (Lincoln), 146; balance in the hands of the steward for East and West Deeping Manor, 177.

East Greenwich Manor (Kent), amount of profit derived from the manor, 146.

Eastern Counties and London and Blackwall Railway Companies, parts of the shore of the River Thames, situate in Essex, sold to, 74.

Eastern Counties Railway Company, particulars of conveyance to, of the Crown's forestal rights over lands situate in the parishes of St. Mary, Leyton and Wanstead (Essex), to, 113.

Easter Newton (Scotland), particulars of the sale of the surplus Crown Teinds, payable out of the north half of, 118.

Ebrington, Viscount. See *Fortescue,* Right honourable Earl, &c.

Eccles, Gilbert, assignee of Henry *Hickfeilds,* unimprovable rents arising from property of, in Cavan county, sold, 133.

Eden Breane (Monaghan), unimprovable rents arising out of lands situate herein, sold, 123.

Edermine, alias *Bornouth,* alias *Kayer* (Wexford), unimprovable rents arising from lands in, sold, 128.

Edmund's, St., Farm (Suffolk), particulars relative to the sale of, 9, 10. 77; rents discharged from receiver of land revenue for Suffolk, on account of the sale of, 94; amount derived from the sale of this property, 140; receipts on account of interest of purchase money, 154.

Edwards, Josiah, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Edwards, Samuel, lands situate in Flint, sold to, 74.

Edwards, Thomas, land in Denbigh, sold to, 72.

Egham (Surrey), report relative to the enfranchisement of copyhold or customary properties, held of Egham Manor, 10; particulars of the sale of land at Egham Hill, 10; lease of Upper and Lower Bakewell Farms, granted, 66; reversionary interest of the Crown in land, situate in Egham parish, sold, 77; interest of the Crown in copyhold lands, holden of Egham Manor, enfranchised, 80; interest of the Crown in copyhold premises, situate near Egham Field, enfranchised, 80.

Enfranchisement of copyhold buildings, occupied by the Egham Literary and Scientific Institute, 80; amounts received from sale of lands in the parish, 140; amount derived from enfranchisement of copyhold premises, holden of the manor of, 142; amount of profit derived from the manor, 146; receipts from sales of produce off the Englefield Green Farm, 150; account of expenditure for repairs, &c. of Egham Manor, 151; balance in the hands of the steward of the manor, 77.

Eldred, E., abstract of quit, &c., leasehold and other rents received from, as collector of, for Dublin, 136, 137.

Ellesmere, Earl of, lease of ground in the Green Park granted to the trustees of, 60.

Ellis, Charles Heaton, copyhold land in the manor of Burwell Ramseys (Cambridge), enfranchised to, 78.

Elsworth (Cambridge), unimprovable rents arising out of premises in, sold, 81.

Eltham (Kent), lease of Middle Park Farm and Moat Farm, granted, 58; land situate at, purchased, 87; rents put in charge of receiver of land revenue for Kent, arising out of the purchase of lands adjoining to Eltham Estate, 93; expenditure on account of the purchase

Eltham (Kent)—*continued.*
chase of Southend Meadow, 141; amount of expenditure on account of repairs, &c., of Eltham Estate, 151; receipts from sales of produce off Eltham Woods, 150.

Emneth Parish (Norfolk), lands situate in, sold, 77; receipts on account of interest of purchase money of land in Marshland Fen, sold, 154.

Encampment at *Chobham*, balance in hand for surveyors charges, 179.

Encroachments (Wales), particulars of leases granted of an encroachment of the Crown's Manors in Wales, 4; total sum derived from sales of, 142.

Encumbered Estates. See *Incumbered Estates*, &c.

Enfranchisement of Copyholds, copyhold or customary properties held of the Crown, &c., enfranchised, 10. 78–81; amount expended in the enfranchisement of a brickfield at Windsor, 141; receipts derived from sale of copyholds in England and Wales, 142.

Englefield Green Farm (Egham), receipts from sales of produce off this estate, 150.

Epping Forest, amount expended in cost of survey, &c., of, in relation to the sale of the forestal rights, 141; amount derived from sale of forestal rights, 144; receipts and expenditure on account thereof, in the year ended 31 March 1855, 172, 173.

Epwell (Northampton), unimprovable rents arising out of a house and land at, sold, 85.

Epworth (Lincoln), lands situate at, sold, 75.

Epworth Manor (Lincoln), particulars relative to the enfranchisement of copyhold or customary properties held of, 10; amount derived from enfranchisement of copyhold premises holden of the manor of, 142.

Equitable Assurance Society, monies borrowed from, for the purposes of Metropolitan improvements, 182.

Esher (Surrey), enfranchisement of two copyhold estates held of the manor of Esher Milbourne, 10; schedule of copyhold premises, parcel of the manor of Esher, which have been enfranchised, 81; amount derived from enfranchisement of copyhold premises holden of the of the manor of, 142.

Essex County, portions of Crown land sold by private contract, 8; report relative to the purchase of Gobions manor and manor farm, 12; interest of the Crown in lands sold, 74; unimprovable rents arising out of tenements, &c., sold, 83; land and premises situate in, purchased, 87; rents discharged from the receiver of land revenue for, on account of sale of lands and premises in the county of Essex, 94; monies remitted from, in respect of rents in charge with receiver of land revenue, 99. 101; amounts derived from the sale of lands, 140; amounts expended in the purchase of estates, 141; receipts from sales of produce of the Crown estates, 150; expenditure on account of Crown estates, 151.

See also *Waltham Forest.*

Estimates, Miscellaneous Estimates, 1853–54 and 1854–55, Class 2, Vote 11; 190, 191.

Exchange of Lands, particulars relative to exchanges of Crown property, 13; schedule of exchanges made of parts of the estate of the Crown for part of the estates of individuals, 88; schedules of the particulars of two conveyances in exchange of land belonging to the Crown in the Forest of Dean for other land therein, the property of private individuals, 108.

Expenditure. See *Income and Expenditure.*

Eyres, John, unimprovable rents arising from property of, in Galway county, sold, 126, 127. 132.

F.

Faghe, alias *Fagha* (Tipperary), unimprovable rents arising out of lands in, sold, 123.

Fannington Parish (Suffolk). See *Brundish and Tannington* Parishes (Suffolk).

Farnham and Petersfield Road, balance in the hands of the Trustees, on account of, 179.

Farranaghardery, alias *Farrandoughdenny and Cashduffe* (Cork), unimprovable rents arising from lands in, sold, 119.

Farrantymore (Mayo), unimprovable rents arising out of, sold, 131.

Farrencrottery (Mayo), unimprovable rents arising from lands in, sold, 130.

Fassadining (Kilkenny), unimprovable rents arising from lands in the Barony of, sold, 127.

Fearn Parish (Ross), particulars respecting the sale of revenue derived from teinds in, 33.

Fearnside, T. R., balance in his hands, as record keeper, for searches and copies, &c., 177.

Feathers Public House (Duke Street, St. James'), lease of premises situate in Duke Street, Piccadilly (Middlesex), granted, 62.

Fee Farm and other Rents, particulars of sale of, in England and Wales, 10, 11; schedule of all fee-farm and other unimprovable rents in England and Wales, sold, 81–86; schedule of monies remitted in respect to any in charge with the receivers of land revenue, 100, 101; amount expended in commission of the receiver for Wales, &c., on sales of, 141; total sum received from sales of, in England and Wales, 142.

Fees, receipts on account of fees for leases, conveyances, assignments, &c., in the year ended 31 March 1855, 150; the like on account of fees on acquittances of rents (Ireland), in the year ended 31 March 1855, 150.

Fenorst, alias *Fourmea* (Monaghan), unimprovable rents arising from lands in, sold, 123.

Ferriby, South, unimprovable rents arising out of, sold, 84.

Festiniog Parish (Merioneth), lease of mines and minerals, granted, 58.

Fetter-lane (London), monies remitted from, in respect of rents in charge of receiver of land revenue, 99.

Feu Duties (Orkney), return showing the amount arising therefrom, as applicable to 1831, 28; report to the Treasury, recommending the sale of the Crown's feu duties in Orkney, 113; Treasury letter, authorizing the adoption of the course recommended, 116.

Fife County, particulars of the sale of part of the burial-ground of St. Andrew's Cathedral, 118; amount derived from the same, 142; balance in the hands of the receiver of land revenue for, 176.

Fifeshire, particulars respecting the sale of revenue from teinds, 33.

Finagh (Galway), unimprovable rents arising out of lands situate at, sold, 126.

Finch, Henry, unimprovable rents arising from property of, in Cork County, sold, 129.

Finton, Maria (Widow), land situate in Essex, sold to, 74.

Fisher, John, interest of the Crown in copyhold lands and premises situate in Egham Field (Surrey), enfranchised to, 80.

Fitch, James, unimprovable rents arising out of Hallywell Ward (Hertford), sold to, 84.

Fitzhugh, Thomas, and Thomas Lloyd *Fitzhugh*, lands in Denbigh and Merioneth, sold to, 72. 76.

Fitzpeter, Anthony French, unimprovable rents arising from property of, in Meath County, sold, 125.

Fleming, Mr., tabular form, showing the acreage, annual rent, &c., of the Castlemaine Estate, sold to, 49.

Flenoy, alias *Knockvorneone* (Cavan), unimprovable rents arising out of, sold, 133.

Flintshire, portions of Crown land situate in, sold by private contract, 8; lands situate in, sold, 74; monies due

Flintshire—continued.
due to the Crown, in respect of rents in charge of receiver of land revenue, 96; amount derived from sale of land in front of the Belvoir Hotel at Rhyl, 140; amount of profit derived from mines and quarries, 150.

Flotta Parish (Orkney), return, showing the amount of land rents and feu duties, as applicable to 1831, arising out of, 58.

Floyd, John Rowe. See *Settree*, Henry, &c.

Floyer, John Woodham, unimprovable rents arising out of lands in Lincoln, sold to, 84.

Foley, Saint Pierre, and William *Heal*, leases of mines and minerals on the Upper and Lower Mignant Mountains (Merioneth), granted to, 58.

Foreign Manor (Herts), amount of profit derived from, 146.
See also *Portman*, &c.

Forests, Royal, receipts from, for the year ended 31 March 1855, 158; expenditure, 159.

Forfarshire, particulars of the sale of lands in, to John Wilkie Christie, 117; balance in the hands of the receiver of land revenue for, &c., 176.

Forster, John, unimprovable rents arising from property in Monaghan county, sold to, 123.

Fort Lands at Kinsale, statement of the condition and prospects of, 45; particulars relative to the lease of these lands granted by the Commissioners of Woods to trustees on behalf of the fishermen of Kinsale, *ib.*

Fortescue, Earl, particulars of purchase of his estate, situate in Lincoln, 11, 12; lands and premises situate in Lincoln, purchased from Earl Fortescue and Viscount Ebrington, 87; copies of correspondence respecting the purchase of the same, 88; letter of the Right honourable Charles Gore to the Treasury, recommending the purchase, 88, 89; letter from Right honourable Charles A. Gore to Lords of Treasury, dated 10 August, relative to the purchase, *ib.*; particulars relative to the estates, 90; rents put in charge of receiver of land revenue for Lincoln, arising out of the purchase of estates from Earl Fortescue and Viscount Ebrington, 93.

Forth (Carlow), unimprovable rents arising from lands in the barony of, sold, 129.

Foster, Stephen, and Robert *Lewis*, unimprovable rents arising out of Marsh Chapel lands (Lincoln), sold to, 84.

Fotheringham, William, particulars of sale to, of lands and premises in the parishes of Kirkwall and St. Ola (Orkney), 117.

Fourmea. See *Fenorst*.

Francklin, Richard, unimprovable rents arising from property of, in Mayo county, sold, 130.

Freaghduffe (Cavan), unimprovable rents arising out of part, sold, 133.

Freak Lands, unimprovable rents arising from this property in Longford county, sold, 131.

Free Grants, particulars of free grant of waste lands in the parish of Aberystwith (Monmouth), 11. 87; particulars relative to a grant of a piece of land (part of the waste of New Forest), for a site for a school at Burley Ville (Southampton), 22; schedule of free grant of part of the waste of the New Forest, as a site for a school at Burley, 103.

Freeman, William and John, lease of premises situate at Castletown, in the Isle of Portland, granted to, 56.

Fremington Parish (Devon). See *Westleigh* and *Fremington* Parish (Devon).

French, George, unimprovable rents arising from property of, in Galway and Meath counties, sold, 122. 125.

French, Jeoffry, unimprovable rents arising from property of, in Mayo county, sold, 131.

French, Sampson Towgood Wynne, unimprovable rents arising out of land in the liberties of Cork, sold to, 119.

Frowen, Esther, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton manor, 110.

Fulham Parish. See *Thames River*.

Fulking (Sussex), lands situate at, purchased, 87; rents put in charge of receiver of land revenue for Sussex, arising out of the purchase of lands, 93; amount expended in the purchase of cottages, 141.

Fullum, F. A. F., alias *Carbury*. See *Holywood*, John.

G.

Gale and Brassington. See *Brassington and Gale*.

Gales. See *Mines*, &c.

Gallen (Mayo), unimprovable rents arising from lands in the barony of, sold, 122. 128. 131. 133.

Gallindridgeway (Queen's County), unimprovable rents arising out of lands in, sold, 119.

Galloway, balance in the hands of the receiver of land revenue for, 176.

Gallstowne (Kilkenny), unimprovable rents arising from lands in, sold, 127.

Galway, table showing the acreage, rental and tenure of the estates of the Crown, 36; unimprovable rents arising out of property in, sold, 122. 124–128. 132, 133; amounts received from sale of lands, 142. 150.

Galway Collection, abstract of quit, &c. leasehold, and other rents in, amount received within the year, &c., 136, 137.

Galwey, St. John, unimprovable rents arising out of lands in Cork county, sold to, 123.

Galtyr-Hafod-Hafod-y-Morfa (Merioneth), lease of mines and minerals situate at, granted, 60.

Garchlagh (Cavan), unimprovable rents arising from lands in, sold, 122.

Garrane (Clare), unimprovable rents arising out of, sold, 119.

Garrane (Meath), unimprovable rents arising out of, sold, 125.

Garrard, Robert, lands situate in Suffolk, sold to, 77.

Garrachloan, alias *Garrowcloin*, unimprovable rents arising out of, sold, 130.

Garrowcloan. See *Garrichloan*.

Geoghegan, Conly and Rose, unimprovable rents arising from property of, in Mayo county, sold, 130.

George, Charles, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 111.

George, St. Sir Oliver, unimprovable rents arising from property of, in Queen's County, sold, 119.

Getnip Lands (Orkney), acreage, annual rents payable to the Crown, and amount realized by the sale of, 31; particulars of the sale of, 117.

Gibbons, John, unimprovable rents arising from property of, in Cork county, sold, 123.

Gibbonsland (Louth), unimprovable rents arising out of, sold, 131.

Giles. See *Browne*, Anthony, &c.

Giles', St.-in-the-Fields, lease of premises in High Holborn, granted, 60.

Giles', St. Hospital (Norwich), unimprovable rents arising out of the lands of, sold, 85.

Giles', St. Parish (Essex), unimprovable rents arising out of, sold, 83; monies remitted from, in respect to fee farm and other unimprovable rents in charge with receiver of land revenue, 101.

Gillingham

Gillingham (Dorset), account of expenditure for drainage, fencing, &c. on various farms at, 151.

Gilmerton Lands (Scotland), particulars of the sale of the surplus Crown teinds, payable out of, 118.

Girling, John Bullock and Charles *Stearn*, land called Sheet Field in Brundish parish (Suffolk), sold to, 68.

Glaitness Lands (Orkney), acreage, annual rents payable to the Crown, and amount realized by the sale of, 31.

Glasgow, balance due by the late receivers of land revenue for, 176.

Glasgow, Archbishoprick of, balance due by the receiver of land revenue for, 176.

Glassgurt (Galway), unimprovable rents arising out of, sold, 126.

Glass Meadow, Hundred of Kenmerch (Denbigh), unimprovable rents arising out of, sold, 82.

Glencollins, Upper and *Lower* Townlands (Kingwilliamstown Estate), table showing the acreage, number of tenancies and annual rents, 46; tabular form showing the acreage, annual rent and price at which sold, 49.

Gleneduke. See *Levally*.

Glinsk. See *Ballyhing*.

Glinskie (Galway), unimprovable rents arising out of certain privileges at, sold, 125.

Gloucester, unimprovable rents arising out of land, sold, 84; monies remitted from, in respect to fee-farm, &c. rents in charge with receiver of land revenue, 101; receipts from sales of produce of the Crown Estates, 150; expenditure on account of Crown Estates, 151.

See also *Dean Forest*. *Staunton Manor*.

Gobions Manor (Essex), particulars relative to the purchase thereof, 12. 87; rents put in charge of receiver of land revenue for Essex arising out of the purchase of, 93; balance of purchase of, 141; account of expenditure for drainage of, 151.

Goding, James, and Henry *Jenkins*, lease of the Feathers public-house, situate in Duke Street, Piccadilly (Middlesex), granted to, 62.

Goold, Aaron, particulars of an exchange of land in the Forest of Dean between the Crown and Aaron Goold, 108.

Goold and *Bishop*, Messrs. See *Bennett*, &c.

Gorcharda (Galway), unimprovable rents arising from lands in, sold, 132.

Gore, Right Hon. Charles, letter of, to the Lords of the Treasury, dated 10th August, relative to the Bellingborough estates, 88, 89; agreement of, with Sir Watkin William Wynn, Bart., for the sale of part of the Lordship of Yale (Denbigh), 90–92; letter to, dated 25th August, from James Wilson, nominating Sir J. Campbell, deputy surveyor of Dean Forest and Highmeadow Woods, 104; report by, to the Treasury, recommending sale of the Crown feu duties in Orkney, &c., 113–116; Treasury letter to, dated 4th January 1854, authorizing the sale of the same, 116.

Gore, Francis Arthur Knox, unimprovable rents arising out of lands in Mayo county, sold to, 119.

Gore, Sir Francis, unimprovable rents arising from property of, in the county of Galway, sold, 126. 132.

Gorterekassagh. See *Gortglasse*.

Gortacroy (Mayo), unimprovable rents arising out of, sold, 131.

Gortanny. See *Ballymannagh*.

Gortbrake (Galway), unimprovable rents arising from lands in, sold, 127.

Gorteene (Cork), unimprovable rents arising out of, sold, 134.

Gortglasse, alias *Gorterekassagh* (Galway), unimprovable rents arisiug from lands in, sold, 126.

Gortincheane (Galway), unimprovable rents arising from lands in, sold, 132.

Gortinelane. See *Mc Turlagh Island*.

Gortingaggell (Kerry), unimprovable rents arising out of, sold, 129.

Gortlinhy (Galway), unimprovable rents arising from lands in, sold, 132.

Gortnamore, East (Galway), unimprovable rents arising out of, sold, 132.

Gortnasheagh, alias *Gortnashehy* (Tipperary), unimprovable rents arising out of, sold, 123.

Gortnashehy. See *Gortnasheagh*.

Gortnedue (Galway), unimprovable rents arising from lands in, sold, 124.

Gortnemona (Galway), unimprovable rents arising out of, 132.

Gortrally (Mayo), unimprovable rents arising out of sold, 131.

Gorvaugh (Galway), unimprovable rents arising out of lands in, sold, 125.

Gosling, Henry, particulars of conveyance to, of part of the manor of Staunton (Gloucester), 109; also of a chief or quit rent payable to the Crown, situate therein, 111.

Goxhill Manor (Lincoln), particulars relative to the enfranchisement of copyhold or customary properties, held of, 10; interest of the Crown in copyhold portion of land and premises holden of, enfranchised, 78; amount derived from enfranchisement of copyhold premises holden of the manor of, 142; profit derived from, 146.

Graden, John, unimprovable rents arising from property of, in Meath County, sold, 127.

Gradrum (Cavan), unimprovable rents arising from the townlands in, sold, 133.

Grand Junction Waterworks Company, interest of the Crown in copyhold land situate in the manor of Hampton Court, enfranchised to, 79.

Grainge, alias *Linneygrainchy* (Galway), unimprovable rents arising out of, sold, 132.

Great Grimsby Dock Company, balance in hand for surveyor's charges, 179.

Great Park Farm (Isle of Wight), account of expenditure for erection of labourers' cottages on, 151.

Great Yarmouth Wellington Pier Company, interest of the Crown in lands sold to, 76.

Green, John William Egerton. See *Round*, George, &c.

Green Park, particulars of lease of the garden in front of Bridgewater House, granted, 4. 7; lease of ground for the ornamental garden to Bridgewater House granted, 60.

Green Tree Farm (Suffolk), lease of land and premises situate in the parish of Shrimpling, granted, 66.

Greenfield, &c. (Flint), monies due to the Crown at, in respect of rents in charge of receiver of land revenue, 96.

Greenhill Field Estate (Wicklow), table showing the acreage, rental and tenure of, 36; statement as to the condition and prospects of, 43; lease of these lands granted to Mr. Charles Cavanagh for seven years, at the annual rent of 25*l*. 7*s*., *ib*.: recommendation of Mr. Griffith that it should be retained in the possession of the Crown till the expiration of the current lease in 1856, when the completion of a railway in its vicinity would much increase its value, 48.

Greenwich, East, Manor (Kent). See *East Greenwich* Manor (Kent).

Grenane (Cork), unimprovable rents arising out of, sold, 134.

Griffith, Owen, lands in Carnarvon sold to, 71.

Griffith, William. See *Macgregor*, Sidney Parry, &c.

Grinton (York), lease of mines and minerals at, granted, 66.

Græme, Alexander Sutherland, the Trustees of, particulars of sale to, of the mill, &c. of Scapa (Orkney), 117.

Groesffordd Tenement (Denbigh), unimprovable rents arising out of, sold, 83.

Grounds, William, interest of the Crown in copyhold lands and premises situate at East Dereham (Norfolk), enfranchised to, 79.

Grove, Rev. Charles, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the waste of Staunton manor, 111.

Grumbaldash, Hundred of (Gloucester), amount of profit derived from, 146.

Grumboldash Manor (Gloucester), balance in the hands of the steward for, 177.

Grygfryn (Denbigh), unimprovable rents arising out of, sold, 82.

Gumving (Galway), unimprovable rents arising out of, sold, 126.

Gurrunelany (Galway), unimprovable rents arising from lands in, sold, 126.

Gurtinwalter (Galway), unimprovable rents arising from lands in, sold, 126.

Gwaenygog Township (Denbigh), unimprovable rents arising out of, sold, 82.

Gwytrel Tenement (Denbigh), unimprovable rents arising out of, sold, 82.

Gyffynnus Estate (Denbigh), unimprovable rents arising out of part of, sold, 82.

H.

Hackney (London), land situate in, exchanged, 88.

Hagloe Estate (Gloucester), receipts from sales of produce, 150; account of expenditure for fencing, &c., 151.

Hainault Forest (Essex), particulars relative to the allotment of parts of, 7, 8; reference to an arrangement entered into for granting to G. Painter a lease of part of the allotment at Aldborough Hatch Gate, 8; reference to an arrangement entered into for the allotment on lease of part of Hainault Forest to Messrs. Alison, *ib.*; measures taken for the improvement thereof, *ib.*; amount realised by the sale of timber therein, *ib.*; inadequacy of offers made for renting the allotment for grazing or other purposes, *ib.*

Report of the Commissioner as to the progress which has been made with respect to Hainault allotment since his last report, 15; amount derived from sale of portions of the Crown allotment, 140; receipts from sales of produce off an allotment, 150; expenditure on account of the general management, drainage, &c., of an allotment at, 151; account of income and expenditure on account of disafforesting Hainault Forest, 184, 185.

Hallam, John, unimprovable rents arising from property of, in King's County, sold, 127.

Hallet, Richard, particulars of conveyance to, of the forestal rights of the Crown over Knighton Wood, (Waltham Forest), 112.

Hallymell Ward (Hertford), unimprovable rents arising out of, sold, 84.

Halstead Manor (Suffolk), unimprovable rents arising out of, sold, 86.

Hamilton, Sir Hans, unimprovable rents arising out of property of, in Cork County, sold, 119.

Hamilton, Sir Frederick, unimprovable rents arising from property of, in Mayo County, sold, 131.

Hamilton, William, and William *Sands*, unimprovable rents arising from property of, in Mayo County, sold, 131.

Hampson, Thomas, unimprovable rents arising from property of, in Cavan County, sold to, 133.

Hampton Court Manor (Middlesex), particulars relative to the enfranchisement of copyhold or customary properties held of, 10; interest of the Crown in copyhold lands enfranchised, 79; amount derived from sale of land, 140; amount derived from enfranchisement of copyhold premises holden of, 142; amount of profit derived from, 146; balance in the hands of the steward for, 177.

Handcock, William, unimprovable rents arising from property of, in Westmeath county, sold to, 128.

Harkaside (York), lease of mines and minerals at, granted, 66.

Harpole Mill, &c. (Northampton), particulars of the sale of, 9; amount derived therefrom, 140; receipts from sales of timber off this estate, 150.

Harpole and Kislingbury Parishes (Northampton), lands and premises situate in, sold, 77.

Harrington, Earl of, lease of part of the site of the Royal Kitchen Gardens at Kensington granted to, 68.

Harris, William. See *Hedge*, Edward, &c.

Harrison, R., and Watkin M. *Jones*, monies due to the Crown by, in respect of rents in charge of receiver of land revenue for Denbigh, 96.

Harrow Hill (Dean Forest), particulars of license granted to Messrs. Allaway, for forming a tramway through, 105.

Hartcap, William, unimprovable rents arising out of Chantry lands at Bungay (Suffolk), sold to, 86.

Harvey, James, monies due to the Crown by, in respect of rents in charge of receiver of land revenue for Merioneth, 97, 98.

Harvey, James, and T. A. *Readwin*, monies due to the Crown by, in respect of rents in charge of receiver of land revenue for Merioneth, 98.

Harwich (Essex), land and premises situate in, purchased, 87; rents put in charge of receiver of land revenue for Essex, arising out of lands purchased in, 93; rents discharged from receiver of land revenue for Essex, on account of sale of part of, 94; amount derived from the sale of lands, 140; expenditure on account of same, 141; account of expenditure for repairs of sea wall, salary of superintendent, &c., 151.

Hassall, Richard, lease of lands and premises situate at West Sheene (Surrey), granted to, 64.

Hastings and Hollington Road. See *Hollington*, &c.

Hatherly (Gloucester), monies remitted from, in respect of fee-farm, &c. rents, in charge with receiver of land revenue, 101.

Havering-Atte-Bower (Essex), lands and premises within the liberty of, purchased by the Crown, 87.

Havering, Upper, Manor (Essex). See *Upper Havering.*

Hawkins, T., balance due to him as deputy steward of the manors of Hitchin, Portman and Foreign (Herts), 177.

Hawkins, William, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Haymarket (Regent's Park), receipts and expenditure on account of, in the year ended 31 March 1855, 152, 153.

Hayward, John, and others, lease of quarries, &c., at Moel Tryfan, Carnarvon, granted to, 54; monies due to the Crown by, in respect of rents in charge of receiver of land revenue for Carnarvon, 95.

Hayward, William Webb, land situate at Eltham (Kent), purchased from, 87; rents put in charge of receiver of land revenue for Kent, arising out of the purchase of lands from, 93.

Hazleborough Wood, power obtained by Act 18 Vict. c. 16, for granting leases of such portions thereof as may be permanently vested in the Crown, and not appropriated to the growth of navy timber, 25; particulars as to the appointment of Mr. Linnell as superintendent of woodlands for the growth of navy timber in, 26; receipts and expenditure on account thereof, in the year ended 31 March 1855, 168, 169.

Heal,

Heal, William. See *Foley*, Saint Pierre.

Heanton, Purchardon and Braunton Parishes (Devon), interest of the Crown in lands situate in or adjacent to, sold, 73.

Hedge, Edward, and William *Harris*, particulars of license granted to, to form a tramway over waste of Dean Forest, for the purpose of carrying on works connected with the Arthur and Edward Colliery, 106.

Hendre Tenement, Hundred of *Uwchdulas* (Denbigh), unimprovable rents arising out of, sold, 82.

Hereford, unimprovable rents arising out of, sold, 84.

Hereford, the Mayor, Aldermen, &c. for the city and borough of, unimprovable rent for the church porch of St. Nicholas, Hereford, sold to, 84.

Herschel, Sir John Frederick William, Bart., unimprovable rents arising out of the Victualling Office, near the Tower, in the city of London, sold to, 84.

Hertford, copyhold premises situate in, enfranchised, 78; unimprovable rents arising out of tenements in, sold, 84; monies remitted from, in respect to fee-farm, &c. rents in charge with receiver of land revenue, 101; amount derived from enfranchisement of copyhold premises holden of the manor of Hitchin, 142; particulars relative to the enfranchisement of copyhold or customary properties held of Portman and Foreign manors, 10; balance in the hands of the steward of the manor of Hitchin, Portman and Foreign, 177.

Hethersett. See *Cringleford*, &c.

Hickfeilds, Henry. See *Eccles*, Gilbert.

Hidyard, John. See *Shore*, George, &c.

Higgins, John, balance due to him as receiver for York and Lancaster, &c., 176.

Higgins, John. See *Browne*, Anthony, &c.

Higginstowne (Westmeath), unimprovable rents arising out of, sold, 129.

Highmeadow Woods, Treasury letter, dated 25th August, nominating Sir James Campbell deputy surveyor of, and Dean Forest, 104; receipt and expenditure on account thereof in the year ended 31st March 1855, 162, 163.

See also *Dean Forest*.

High Street (Windsor), unimprovable rents arising out of, sold, 81.

High Wycombe (Buckingham), monies remitted from, in respect to fee-farm and other unimprovable rents in charge with receiver of land revenue, 100.

Higinbothom, Mr., Treasury minute, dated 26th August, nominating him deputy surveyor of Bere and Parkhurst Forests, 112; balance in the hands of, as deputy surveyor of Alice Holt Forest, &c., 176; balance in his hands in regard to tolls of the Farnham and Petersfield road, 179.

Hill, Thomas, unimprovable rents arising out of Sleaford (Lincoln), sold to, 84.

Hillhead and Crantit, &c. (Orkney), acreage, annual rents payable to the Crown, and amount realized by the sale of, 31; particulars of sale of, 117.

Hillhead and Nether Scapa, &c. (Orkney), acreage, annual rents payable to the Crown, and amount realized by the sale of, 31; particulars of sale of, 117.

Hilton, Sir John, monies due to the Crown by, in respect of rents in charge of receiver of land revenue for Carnarvon, 95.

Hinderwell (York), lease of beach soil or sea-shore granted, 66.

Hitchin (Herts), particulars relative to the enfranchisement of copyhold or customary properties held of Hitchin Manor, 10; copyhold premises in the parish of Hitchin enfranchised to the Local Board of Health for Hitchin district, 78; copyhold premises situate in Hitchin parish enfranchised, 78; amount derived from enfranchisement of copyhold premises holden of the manor of, 142; amount of profit derived from the manor of, 146; balance in the hands of the steward for, 177.

Hitchins, Josiah Hugo, monies due to the Crown by, in respect of rents in charge of receiver of land revenue for Devon, 96.

Hobson, William. See *Hudson*, Edward, &c.

Hockley, alias *Betts Farm* (Essex). See *Betts Farm*, &c.

Hodgson, Edmund, unimprovable rents arising out of King's Head Tavern, Chancery-lane, London, sold to, 84.

Holborn (Middlesex), particulars of lease of a house in, 4; lease of plots of ground on the south side of High Holborn, granted to the London and Westminster Bank, 60.

Hollington and Hastings Road, amount advanced out of the income of the land revenue to the trustees of, 182.

Holloway, William, unimprovable rents arising out of lands, &c., in Arncott (Oxford), sold to, 85.

Hollow Blades, the, unimprovable rents arising from property of, in the county of Cork, sold, 128.

Hollywood (Dublin), unimprovable rents arising from lands in, sold, 123.

Hollywood, John and Francis, unimprovable rents arising from property of, in Dublin County, sold, 123.

Hollywood, John, and Francis, alias *Fagonor Alsoome Fullum*, alias *Carbury*, unimprovable rents arising from property of, in Duleek Barony (Dublin), sold, 123.

Holm Parish (Orkney), return showing the amount of land, rents and feu duties arising out of, as applicable to the year 1831, 28; statement as to the existence of commons in, steps taken for the division, inclosure of the same, &c., 28, 29; acreage, annual rents payable to the Crown, and amount realized by the sale of Holm Common Allotment, 31; particulars of the sale of the division of the common of, 117.

Holmes, Captain William Henry Umlock, particulars of sale to, of lands, &c., situate in Orkney, 117.

Holt Forest, power obtained by Act 18 Vict. c. 16, to grant leases of the lodges vacated in, and such portions thereof as may be permanently vested in the Crown, and not appropriated to the growth of navy timber, 25.

Holy Trinity Church (Dean Forest), account of receipt and expenditure of the fund for the support of, 188, 189.

Home Park, receipts and expenditure on account thereof, in the year ended 21 March 1855, 156, 157.

"*Hommet Herbe*" (Alderney), sale of the islet of, 70; amount derived therefrom, 142.

Hompesch, Count de, monies due to the Crown by, in respect of rents in charge of receiver of land revenue for Dorset, 96.

Hopkins, John, unimprovable rents arising out of a house and land at Epwell (Northampton), sold to, 85.

Horne, D., balance in the hands of, as receiver for the Archbishoprick of Glasgow, 176.

Hornchurch Parish (Essex), particulars relative to the purchase of Gobions Manor and Manor Farm, 12; lands and premises situate in, purchased by the Crown, 87.

Howlett, Jonathan. See *Wilkinson*, Rev. John, &c.

Hoy and Græmsay Parishes (Orkney), return showing the amount of land, rents and feu duties, as applicable to 1831, arising out of, 28.

Hudson, Edward, William *Hobson*, and Robert *Mitchell*, lease of mines and minerals in the parish of Llanelltyd (Merioneth), granted to, 60.

Hughes, David, lands in Carnarvon sold to, 71.

Hughes, John. See *Williams*, Griffith, &c.

Hughes, Lewis, lands and premises in Carnarvon sold to, 71.

Hughes,

Hughes, Thomas, lands in Denbigh sold to, 71, 72; lands in Flint sold to, 75; unimprovable rents arising out of tenements, &c., situate in Denbigh, sold to, 82.

Hughes, William, particulars of an exchange of land made in the Forest of Dean with, 108.

Hudson, Anthony, and others, unimprovable rents arising out of lands of St. Giles' Hospital (Norwich), sold to, 85.

Huntley, William, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Hunts, expenditure on account of Crown estates in, 151.

Hutchinson, Hugh, unimprovable rents arising from property of, in Cork county, sold, 119.

Hutchison and *Duncan*. See *Duncan*, &c.

I.

Iffa and *Offa* (Cavan), unimprovable rents arising from lands in the barony of, sold, 133.

Ilketshall (Suffolk), unimprovable rents arising out of lands at, sold, 86.

Income and Expenditure:

1. *Generally:*

Account showing the Receipt and Expenditure of the Commissioner for the year ended on the 31st March 1855, on account of the Capital of the Land Revenue, 140–145; account showing the Receipt and Expenditure on account of the Capital of the Land Revenue for the year ended 31 March 1855, 140–145; Abstract showing the sources from which Income has arisen in the year ended 31 March 1855, 144, 145, 180; unavailable Balances due to Income, 182; amount paid over to the Exchequer in 1854–55 as Surplus Income, 175; Balance sheet explanatory of the net available Balances at the commencement and close of the preceding account (1854) of the Receipt and Expenditure of the Income of the Land Revenue, 176; General Abstract of the Accounts of the Commissioner of Woods, Forests, &c., for the year ending 31 March 1855, 192.

2. *Royal Forests:*

Account of Receipt and Expenditure on account of the New Forest Deer Removal Act, 183; account of Income and Expenditure on account of disafforesting Whittlewood Forest, 184, 185; account of Income and Expenditure on account of disafforesting Wychwood Forest, 184, 185; account of Receipt and Expenditure pursuant to Act 14 & 15 Vict. c. 43, for disafforesting Hainault Forest, 184, 185; Receipt and Expenditure on account of draining and otherwise improving New Forest, 186, 187.

3. *New Churches:*

Account showing the Receipt and Expenditure on account of the Churches at Sunk Island and Newborough, 186, 187; account of Receipt and Expenditure of the Fund for the support of the Churches in Dean Forest, 188, 189.

4. *Salaries in the Office of Woods, &c.:*

Account of Receipt and Expenditure on account of Salaries, &c., in the Office of Woods, &c., 190, 191.

See also *Accounts, Land Revenues.*

Incumbered Estates Commissioners (Ireland):

Unimprovable rents arising out of lands in the counties of Cork, Mayo, Galway, Cavan, Monaghan, King's County, Dublin, Sligo, Meath, Westmeath, Kilkenny, Wexford, Tipperary, Louth, Longford, and in the Town of Dungarvan, sold to, 119–134.

Injunction Gale (Dean Forest). See *Belt*, &c.

Inland Revenue, Collectors of, for Ireland, balance in the hands of, 176.

Interest of Money, receipts on account of, in the year ended 31 March 1855, 152; receipts on account of interest of purchase monies of estates sold, in the year ended 31 March 1855, 154.

Ireland:

Particulars respecting Crown property in, 33–50; nature of the Crown lands in, how acquired, &c., 35; abstract of the Land Revenues of the Crown in Ireland, as in charge with the several collectors of Inland Revenue, 50; amounts derived from sales of lands, 142; total sum produced by the sale of quit, &c., rents, 142; amount expended in miscellaneous payments, 143; balance in the hands of the collectors of Inland Revenue, 176.

Irishtowne (Meath), unimprovable rents arising from lands in, sold, 127.

Iron Mines, particulars of grants of gales of coal and iron mines in Dean Forest, 109.

See also *Mines and Minerals.*

Irraghteconner (Kerry), unimprovable rents arising from lands in the barony of, sold, 129.

Irris (Mayo), unimprovable rents arising from lands in the barony of, sold, 133.

Irthing River (Cumberland), expenditure on account of repairs of the banks of the River Irthing, 151.

Irvilloughtragh Estate (Galway), table showing the acreage, rental and tenure of, 36; narrative of the position and prospects of, 38, 39; recommendation of Mr. Griffith for the sale of, 48; receipt derived from, 142. 150.

Irvilloughtragh, tabular form, showing the acreage, annual rent and price at which sold, of the lands of, 49.

Isalet Hundred (Denbigh), unimprovable rents arising out of tenements on the rental of, sold, 82.

Isaph and Uchaf Hundred (Carnarvon). See *Uchaf and Isaph* Hundred (Carnarvon).

Isle of Alderney. See *Alderney, Isle of.*

Isle of Man. See *Man, Isle of.*

Isle of Portland. See *Portland, Isle of.*

Isle of Wight. See *Wight, Isle of.*

J.

Jackson, Fran. (Mayo), unimprovable rents arising from property of, in Mayo county, sold, 130.

Jackson, E. See *Dugmore*, W.

Jackson, Thomas, unimprovable rents arising from property of, in Tipperary county, sold, 133.

Jagoe, Walter, jun., unimprovable rents arising from property of, in Westmeath county, sold, 127.

James, John, particulars of license granted to, to form a road across the open waste of Dean Forest, for the purpose of carrying on works connected with certain mines situate therein, 106.

James, Thomas, lease of land and premises at Talley, Carmarthen, granted to, 54.

James, William, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

James Fort Estate (Kinsale, Cork), table showing the acreage, rental and tenure of, 36.

James', *St.*, *Bailiwick*, balance in the hands of receiver for, 176.

James', *St.*, *Hospital* (Derby), unimprovable rent arising out of the ground-rent of, sold, 83.

James', *St.*, *Palace* (Westminster), monies due to the Crown near, in respect of rents in charge with receiver of land revenue, 98.

James', *St.*, Parish (Dover), particulars of sale of part of the Maison Dieu Estate as a burial-ground for, 9.

James', *St.*, Parish (Dover) Burial Board, lands situate in Kent, sold to, 75.

James Street (Pimlico), statements as to the conveyance of a plot of land situate at the corner of, to the Duchy of Cornwall, 15.

James Street (Westminster), lease of stables situate in Russell Mews, granted, 60.

Jarman, John Boykett, unimprovable rents arising from premises in Windsor (Berks), sold to, 81.

Jefferys, Richard. See *Dodson*, John.

Jenkins, Henry. See *Goding*, James.

Jenkins, Samuel. See *Cooper*, Thomas, &c.

Jenkins, Thomas, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Johnson, William Prior, lands and premises situate in Hornchurch Parish (Essex), purchased from, 87; rents put in charge of receiver of land revenue for Essex, arising out of lands purchased of, 93.

John, St., the Evangelist (Middlesex), leases of houses and lands granted in this parish, 62. 64.

John's, St., Parish (Hackney, London), land situate in, exchanged, 88.

John's, St., *Wood* Estate (Bucks), particulars of sale of, 8. 70; rents discharged from the receiver of land revenue for Bucks on account of the sale of, 94; amount derived from the sale of, 140.

Jones, B. See *Lelean*, W., and B. *Jones*.

Jones, David, lands and premises in Denbigh sold to, 72.

Jones, Edward, lands and premises in Denbigh and Merioneth sold to, 72.

Jones, the Venerable Hugh Chambers, unimprovable rents arising out of tenements situate in Denbigh sold to, 82, 83.

Jones, John, lands and premises in Denbigh sold to, 72, 73.

Jones, Richard, lands and premises in Denbigh sold to, 72.

Jones, Robert, lands situate in Flint sold to, 75; unimprovable rents sold to, 83.

Jones, Stephen, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Jones, Sir Theo., unimprovable rents arising from property of, in Westmeath County, sold, 127.

Jones, Thomas, lands and premises in Denbigh sold to, 72.

Jones, Watkin M. See *Harrison*, R., &c.

Jordan, Henry. See *Adams*, Stephen, &c.

Jordan, Henry, in trust for Henry Fitzwilliam *Jordan*, unimprovable rents arising from property of, in Mayo County, sold, 133.

Jordan, Samuel, interest of the Crown in copyhold premises, &c., situate at Egham Field (Surrey), enfranchised to, 80.

K.

Kather, Jane. See *Bermingham*, Margaret, &c.

Kayer. See *Edermine*, &c.

Kear, William, schedule of gale of Clearwell Iron Mine (Dean Forest), granted to, 109.

Kearsey, W. W., balance in his hands, as deputy steward of the manor of Grumboldash (Gloucester), 177.

Keele. See *Coyle*.

Kegill, alias *Cogallagh* (Mayo), unimprovable rents arising from lands in, sold, 131.

Kellett, Solomon, unimprovable rents arising from property of, in Cavan County, sold, 133.

Kenagh (Cavan), unimprovable rents arising out of, sold, 133.

Kenmerch, Hundred of (Denbigh), unimprovable rents arising out of lands and tenements on the rental of, sold, 82.

Kennerhugh (Cumberland). See *Bescoridge and Kennerhugh* (Cumberland).

Kensington, particulars of the lease of the site of, 5; lease granted under Act 5 Vict. c. 1, authorizing grants of building leases of, 68; monies due to the Crown near, in respect of rents in charge with the receiver of land revenue, 98; expenditure on account of the Queen's Road, 153.

Kent County, particulars of leases granted therein, 3; portions of Crown land situate in, sold by private contract, 8; lease of Middle Park Farm, &c., situate at Eltham, granted, 58; lands situate in, sold, 75; land situate at Eltham, purchased, 87; rents put in charge of receiver of land revenue for Kent, arising out of lands purchased, 93; rents discharged from receiver of land revenue for, on account of sale of land, 94; receipts derived from sale of lands, &c., 140; amount expended on purchase of land, 141; receipts from sales of produce of the Crown estates, 150; expenditure on account of Crown estates, 151; balance in the hands of the receiver of land revenue for, 176.

Kerly, E. J., balance in his hands, as Deputy Steward of the Manor of Hampton Court (Middlesex), 177.

Kerry County, table showing the acreage, rental and tenure of the estates of the Crown in, 36; unimprovable rents arising out of property in, sold, 129; amount derived from sale of the lands of Castlemaine, 142.

Kerry, Lionel. See *Tacon*, Joseph, &c.

Kershaw, Richard, leases of houses situate in Pall Mall, in the parish of St. James (Westminster), granted to, 62.

Keyworth (Nottingham), unimprovable rents arising out of lands in, sold, 85.

Kilbrany (Carlow), unimprovable rents arising out of, sold, 129.

Kilconcouse (King's County), particulars relative to the remodelling and re-adjustment of the rentals of the lands of, 42; recommendation of Mr. Griffith for the sale of, 48; tabular form showing the acreage, annual rent and price at which sold, 49; table showing the acreage, rental and tenure of, 36; amount received from sale of, 142; receipts on account of interest of purchase-money, 154.

Kilconnell (Galway), unimprovable rents arising from lands in the barony of, sold, 133.

Kilcoulnan (Waterford), unimprovable rents arising from lands in, sold, 119.

Kildare County, unimprovable rents arising out of property in, sold, 128.

Kilglasin Tenement (Denbigh), unimprovable rents arising out of, sold, 83.

Kilhenny County, unimprovable rents arising out of property in, sold, 127.

Kilkenny, West (Westmeath), unimprovable rents arising from lands in the barony of, sold, 128.

Killadenally (Monaghan), unimprovable rents arising from lands in, sold, 123.

Killala, Deane, unimprovable rents arising from property of, in Mayo County, sold, 131.

Killalla, Bishop, unimprovable rents arising from property of, in Mayo County, sold, 119.

Killalla, Bishop of, unimprovable rents arising from property of, in Mayo County, sold, 131.

Killalla, Chancellor of, unimprovable rents arising from property of, in Mayo County, sold, 131.

Killamoy (Sligo), unimprovable rents arising out of, sold, 124.

Killbranith (Carlow), unimprovable rents arising out of lands, &c., sold, 129.

Killcheragh (Galway), unimprovable rents arising from lands in, sold, 126.

Killcloghane (Westmeath), unimprovable rents arising out of, sold, 128.

Killconnell (Galway), unimprovable rents arising from lands in the barony of, sold, 127.

Killcurr. See *Kilnacurry.*

Killdabosly. See *Killeno*, &c.

Killedaine (Mayo), unimprovable rents arising out of, sold, 131.

Killeene (Queen's County), unimprovable rents arising out of, sold, 119.

Killenehy Bodalls. See *Killeno*, &c.

Killeno, alias *Killenehy Bodalls* and *Killdabosly* (Galway), unimprovable rents arising out of, sold, 132.

Killeneny (Galway), unimprovable rents arising from lands in, sold, 127.

Killerduffe (Mayo), unimprovable rents arising from lands in, sold, 119.

Killerrally (Westmeath), unimprovable rents arising out of, sold, 128.

Killeskenane (Mayo), unimprovable rents arising out of, sold, 122.

Killevan (Galway), unimprovable rents arising from lands in, sold, 125.

Killeveny. See *Ballykouse.*

Killeveragh, alias *Prebane* (Mayo), unimprovable rents arising out of, sold, 122.

Killfree (Sligo), unimprovable rents arising out of, sold, 131.

Killgarn (Galway), unimprovable rents arising from lands in, sold, 132.

Killgrallane (Monaghan), unimprovable rents arising from lands in, sold, 123.

Killhine, alias *Killhugh*, alias *Killnehugh* (Mayo), unimprovable rents arising out of, sold, 130.

Killhugh. See *Killhine*, &c.

Killicecroragh, alias *Leaghtragle* (Mayo), unimprovable rents arising from lands in, sold, 130.

Killinshane (Galway), unimprovable rents arising from lands in, sold, 126.

Killheane (Queen's County), unimprovable rents arising out of, sold, 119.

Kilhenny, West (Westmeath), unimprovable rents arising from lands in the barony of, sold, 127.

Killherran (Mayo), unimprovable rents arising out of, sold, 122.

Killmacarronroge (Cork), unimprovable rents arising out of, sold, 128.

Killmaclasser (Mayo), unimprovable rents arising from lands in, sold, 131.

Killm^c Rickard (Galway), unimprovable rents arising out of, sold, 124.

Killmadonnagh (King's County), unimprovable rents arising out of, sold, 127.

Killmagner, alias *Tallyganny* (Cork), unimprovable rents arising out of, sold, 129.

Killmall (Mayo), unimprovable rents arising out of, sold, 131.

Killmodonoge (King's County), unimprovable rents arising out of, sold, 127.

Killmore (Monaghan), unimprovable rents arising from lands in, sold, 123.

Killmurrelly (Kerry), unimprovable rents arising from lands in, sold, 129.

Killnacragh. See *Kilnacranagh.*

Killnehugh. See *Killhine*, &c.

Killnemannagh (Tipperary), unimprovable rents arising from lands in the barony of, sold, 129.

Killoges (Galway), unimprovable rents arising out of sold, 124.

Killominoge. See *Killovinoge.*

Killoran (Galway), unimprovable rents arising from lands in, sold, 128.

Killovinoge, alias *Killominoge* (Cork), unimprovable rents arising from lands in, sold, 119.

Killrass (Sligo), unimprovable rents arising out of, sold, 124.

Killtabraigh (Westmeath), unimprovable rents arising out of, sold, 127.

Killtalasly (Galway), unimprovable rents arising from lands in, sold, 132.

Killtalosty (Galway), unimprovable rents arising out of, sold, 132.

Killtartan (Galway), unimprovable rents arising from lands in the barony of, sold, 122.

Killyobban (Mayo), unimprovable rents arising out of, sold, 131.

Kilnacurry, alias *Killcurr*, unimprovable rents arising out of, sold, 130.

Kilnacranagh, alias *Killnacragh* (Tipperary), unimprovable rents arising from lands in, sold, 123.

Kilnave (Mayo), unimprovable rents arising from lands in, sold, 131.

Kilvivera (Mayo), unimprovable rents arising from lands in, sold, 122.

King, Alexander, unimprovable rents arising from property of, in Queen's County, sold, 119.

King, James, particulars of conveyance to, of the Crown's interest in land situate near Cinderford Furnaces (Dean Forest Waste), 107.

King William Street, Strand (London), land situate at the corner of, sold, 76.

Kingwilliamstown Estate (Cork), table showing the acreage, rental and tenure of, 36; division thereof into distinct townlands, 46; table, showing the extent of, under cultivation, unreclaimed, &c., *ib.*; recommendation of Mr. Griffith for the sale of, 48; particulars relative to the state, condition and prospects of, 45–50; amount derived from sale of, 142; receipts and expenditure on account of rents of this estate in the year ended 31 March 1855, 152, 153.

King's County, table showing the acreage, rental and tenure of the estates of the Crown in, 36; unimprovable rents arising out of property in, sold, 129. 127; amount received from sale of the lands of Kilconcouse, 142; expenditure on account of Crown estates, 153; receipts on account of interest of purchase-money of the lands of Kilconcouse, 154.

King's Head Tavern (Chancery Lane, London), unimprovable rent arising out of, sold, 84.

King's Island Estate (Limerick), table showing the acreage, rental and tenure thereof, 36; statement of the condition and prospects of, 42; particulars relative thereto; conclusion of negociations with the Board of Ordnance for the sale to them of this property, *ib.*; receipts from sales of produce off this estate, 150.

King's Meadow (Reading), receipts from sales of produce off this estate, 150.

Kingsford, Edward. See *Croll*, Alexander Angus.

Kingston, Lord, unimprovable rents arising from property of, in Kerry County, sold, 129.

Kinsale, Fort Lands (Cork), table showing the acreage, rental and tenure of, 36; particulars relative to the condition

Kinsale, Fort Lands (Cork)—*continued.*
condition and prospects of these lands, 45; objection to the sale of, in consequence of their immediate connexion with the defences of the Port of Kinsale, 48.

Kirkland, Sir John, balance in the hands of, as receiver of the Bailiwick of St. James, &c., 176.

Kirk Malew (Isle of Man), lease of granite rock, stone, &c. in the parish of, granted, 58.

Kirkwall, &c. Parishes (Orkney), particulars relative to sales of land and premises in the parishes of St. Ola and Kirkwall (Orkney), 27. 117; amount received from sale of lands, 142.

Kislingbury Parish (Northampton). See *Harpole* and *Kislingbury* Parishes (Northampton).

Knichealy, alias *Clonmakill* (Galway), unimprovable rents arising from lands in, sold, 126.

Knighton Wood (Waltham Forest), particulars of conveyance of the forestal rights of the Crown over to R. Hallet, 27. 112.

Knockmᶜcreke (Cork), unimprovable rents arising from lands in, sold, 133.

Knockmakafinen (Cork), unimprovable rents arising out of, sold, 124.

Knockshaherne (Cork), unimprovable rents arising out of, sold, 128.

Knockurry, East (Clare), unimprovable rents arising from lands in, sold, 119.

Knockvorneone. See *Flenoy.*

Kynard (Dublin), unimprovable rents arising from lands in, sold, 123.

L.

Laciestowne (Dublin), unimprovable rents arising from lands in, sold, 123.

Laffere, John, abstract of quit, &c., leasehold and other rents received from, &c., as collector for Drogheda, 136, 137.

Lagarragh (Mayo), unimprovable rents arising out of, sold, 131.

Laggan Estate (Roscommon), table showing the acreage, rental and tenure thereof, 36. 49; narrative of its position and prospects, 37, 38; recommendation of Mr. Griffith for the sale of this estate, 48; amount received from sale of the lands of, 142.

Lambsquay Iron Mine (Dean Forest), schedule of grant of gale of, to Stephen Adams and H. Jordan, 109.

Lancaster County, particulars of leases of mines and quarries granted in, 4. 58; balance due to the receiver of land revenue for, 176.

LAND REVENUES:
I. *Generally.*
II. *Rentals.*
III. *Income and Expenditure.*
1. *Generally.*
2. *Metropolis Improvements.*
3. *Churches.*
4. *Royal Forests*
5. *Salaries, &c.*

I. *Generally:*
General abstract of the accounts of the Commissioner of Woods, Forests, &c. for the year ending 31 March 1855, 140 *et seq.* 192.

II. *Rentals:*
Rents put in charge of the several receivers of land revenue in respect of property acquired, 93; rents discharged from the rentals of the several receivers in respect of property sold, exchanged, &c., 94; schedule of monies due to the Crown in respect of rents in charge with the several receivers of land revenue, &c., 95–98; schedule of monies remitted in respect to any rents in charge with the several receivers, 99, 100; schedule of monies remitted for fee-farm and other unimprovable rents in charge with the receivers, 100, 101.

III. *Income and Expenditure:*
1. *Generally:*
Abstract showing sources from which income has been derived, in the year ending 31 March 1855, 180; accounts of the Commissioners of Her Majesty's Woods, Forests and Land Revenues, for the year ended 31 March 1855; viz.: Account showing the receipt and expenditure on account of the Capital of the Land Revenue, 140 *et seq.*; abstract showing the sources from which capital monies have arisen in the year ended 31 March 1855, 144, 145; account showing the income and expenditure of the Commissioner for the year ended on the 31st March 1855, on account of the Income of the Land Revenue, 146 *et seq.*; total receipt and expenditure for the year ending 31 March 1855, 180, 181; unavailable balances due to income, 182.

2. *Metropolis Improvements:*
Liabilities on account of monies borrowed upon security of land revenue for the purposes of metropolitan improvements, &c. 182.

3. *New Churches:*
Statement showing the receipt and expenditure on account of the churches at Sunk Island and Newborough, 186, 187; account of receipt and expenditure of the fund for the support of the churches in Dean Forest, 188, 189.

4. *Royal Forests:*
Receipt and expenditure on account of the New Forest Deer Removal Act, 183; account of receipt and expenditure on account of Act 14 & 15 Vict., for disafforesting Hainault Forest, 184, 185; account of income and expenditure on account of disafforesting Whittlewood Forest, *ib.*; account of income and expenditure on account of disafforesting Wychwood Forest, *ib.*; receipt and expenditure on account of draining and otherwise improving New Forest, 186, 187.

5. *Salaries, &c.:*
Account of receipt and expenditure on account of salaries, &c. in the Office of Woods, &c., 190, 191.

Land Revenue Records, expenditure on account of fees and expenses paid to the keeper of, 147.

Lane, Ann, particulars of conveyance to, of part of the encroachments from the wastes of Staunton Manor, 109.

Larrock Street, Duleek (Meath), unimprovable rents arising from property in, sold, 125.

Last, Samuel, unimprovable rents arising out of lands in Suffolk sold to, 86.

Leaghtrayle. See *Killicecroragh.*

Leaghvally (Mayo), unimprovable rents arising out of, sold, 130.

Leaky, John, and R. G. A. H. G. *Cunninyham,* unimprovable rents arising out of lands in Kerry County sold to, 129.

Leasehold Rents (Ireland), schedule containing an abstract of quit, &c., leasehold and other rents payable to the Crown in Ireland, amount received within the year, &c., 136, 137.

Leases, particulars of leases granted under Acts 10 Geo. 4, c. 50, 2 Will. 4, c. 1, and 14 & 15 Vict. c. 42, 3. 54; power obtained by Act 18 Vict. c. 16, to grant leases of the lodges vacated by Sir J. Campbell, and the reduced woodmen in Holt and Woolmer Forests, 25; monies

Leases—continued.
monies due to the Crown in respect of rents in charge with the receivers of land revenue under leases, &c., and which have been owing for more than a year, showing the term which each arrear has accrued, &c., 96.

Lecarrowkillagh. See *Drumin*, &c.

Leecarrowneloslue. See *Carrownisky.*

Lee, John, unimprovable rents arising from property of, in Waterford County, sold, 119.

Legal Expenses, amount expended on account thereof, 191.

Legue (Meath), unimprovable rents arising out of lands in, sold, 125.

Leicester County, monies due to the Crown in, in respect of rents in charge of the receiver of land revenue for this county, 97.

Leigh Parish (Essex), lands situate in the parishes of Leigh and Prittlewell, Essex, sold, 74; amount derived from sale of foreshore of the Thames, in the parish of Leigh, 140.

Lelean, W., and B. *Jones*, monies due to the Crown by, in respect of rents in charge of receiver of land revenue for Carnarvon, 96.

Leslie, Doctor John, unimprovable rents arising from property of, in Kerry county, sold, 129.

Les Rochers (Isle of Alderney), amount derived from sale of land at, 142.

Letcher, Edwin Marcus, particulars of conveyance of the Crown's interest in land situate on Little Deans Hill (Dean Forest Waste), 107.

Levally and *Glenedorke* (Galway), unimprovable rents arising from lands in, sold, 126.

Lewis, Robert. See *Foster*, Stephen, &c.

Leyton Parish (Essex), particulars relative to conveyance of a part of Waltham Forest, situate in this parish, 27.

Libenneth Manor (Monmouth), particulars relative to the enfranchisement of copyhold or customary properties held of, 10; amount derived from enfranchisement of copyhold premises holden of this manor, 142; amount of profit derived therefrom, 146.
See *Liswery*, &c. Manors (Monmouth.)

Lichfield (Stafford), unimprovable rents arising out of a stable in, sold, 85.

Lightmoor (Gloucester), particulars of lease of part of waste of Dean Forest, situate near, 105; particulars of license granted to W. Crawshay, to form a tramroad over the waste of Dean Forest, for carrying on work connected with the Lightmoor Colliery, *ib.*

Lilbourne Rectory, amount expended in return of a deposit in 1847, on sale of a portion of the glebe of, 141.

Limerick Collection, abstract of quit, &c. leasehold and other rents in this collection, amount received within the year, &c., 136, 137.

Limerick County, table showing the acreage, rental and tenure of the estates of the Crown, 36; receipts from sales of produce of the Crown estates in this county, 150; expenditure on account of Crown estates in, 153.

Lincoln County, portions of Crown land situate in the county of Lincoln sold by private contract, 8. 75; unimprovable rents arising out of lands situate in the county of Lincoln sold, 84; lands and premises situate in, purchased, 87; expenditure on account of Crown estates in Lincolnshire, 151.

Report on the enfranchisement of copyhold or customary properties held of Goxhill and Epworth Manors, situate in Lincolnshire, 10; interest of the Crown in certain copyhold lands situate in this county, enfranchised, 78; amounts derived from enfranchisement of copyhold premises holden of the manors of Epworth and Goxhill, in this county, 142.

Lincoln County—*continued.*
Particulars of the purchase of the Billingborough estates, situate in this county, 11, 12. 90; copies of correspondence respecting the purchase of certain estates in Lincolnshire from Earl Fortescue, 88; letter of Mr. Gore, dated 10th August, to the Lords of the Treasury, relative thereto, 88, 89; amount expended in the purchase of the Billingborough, &c. estates, 141.

Rents put in charge of receiver of land revenue, arising out of the purchase of lands in this county, 93; monies remitted from, in respect to fee-farm, &c. rents in charge with receiver of land revenue, 101; balance in the hands of the receiver of land revenue for this county, 176; balance in the hands of the steward of the manor of East and West Deeping, 177; balance in the hands of the steward of the manors of Barton, Barrow and Goxhill, *ib.*

Linnegrainchy. See *Grainge.*

Linnell, Mr., observations relative to, and saving effected by his appointment as deputy surveyor of Delamere, &c. Forests, 36; balance in his hands as deputy surveyor of Delamere Forest, 176.

Lipscomb, W., balance in the hands of, as late deputy surveyor of Delamere Forest, 176.

Lisardnegno. See *Ardnegno.*

Lisdinmore (Mayo), unimprovable rents arising from lands in, sold, 131.

Lisdorane, alias *Templemoyler* (Mayo), unimprovable rents arising from lands in, sold, 131.

Lissanerody, alias *Corballybegg Corromland*, alias *Carrowning* (Galway), unimprovable rents arising from, sold, 126.

Lissavolla (Galway), unimprovable rents arising out of lands in, sold, 122.

Lisscanny. See *Stealt.*

Lisscrambally (Galway), unimprovable rents arising from lands in, sold, 125.

Lissdavelly (Galway), unimprovable rents arising from lands situate in, sold, 126.

Lissdinane and Cruneigh. See *Lissdine.*

Lissdine, alias *Lissdinane and Cruneigh* (Galway), unimprovable rents arising out of, sold, 132.

Lissdonnell (Galway), unimprovable rents arising from lands in, sold, 132.

Lissduffee (Mayo), unimprovable rents arising out of, sold, 128.

Lissfuine, alias *Lissfinny* (Galway), unimprovable rents arising from lands in, sold, 132.

Lissgarra (Galway), unimprovable rents arising from lands in, sold, 126.

Lissgarris (Galway), unimprovable rents arising from lands in, sold, 132.

Lissinacky (Galway), unimprovable rents arising out of lands situate in, sold, 127.

Lisslenane (Mayo), unimprovable rents arising out of, sold, 122.

Lissmony. See *Ballymore.*

Lissmoraine (Mayo), unimprovable rents arising from lands in, sold, 122.

Lissnamore, alias *Lissnamoe* (Tipperary), unimprovable rents arising from lands in, sold, 129.

Lissrona (Tipperary), unimprovable rents arising out of lands in, sold, 133.

Lissvall (Galway), unimprovable rents arising from lands in, sold, 122.

Liswery and *Libbeneth* Manors (Monmouth), particulars relative to the enfranchisement of copyhold or customary properties held of the manor of Liswery, 10; interest of the Crown in certain copyhold lands, &c. holden of the manors of, enfranchised, 79; amount derived from enfranchisement of copyhold premises holden

Liswery and *Libbeneth* Manors—*continued.*
holden of the manor, 142; amount of profit derived therefrom, 146.

Litterlicky (Cork), unimprovable rents arising from lands in, sold, 119.

Little Dean's Hill (Dean Forest Waste), conveyance of Crown's interest in land situate on, to Edwin Marcus Letcher, 107.

Little Hollywood (Dublin), unimprovable rents arising from lands in, sold, 123.

Little Roodies Estate (Chester), receipts derived from the sale of, 140; receipt on account of interest of purchase money of this estate, 154.

Llanaber Parish (Merioneth), monies due to the Crown in, in respect of rents in charge of the receiver of land revenue, 97.

Llandegfan (Anglesey), piece of the shore or strand adjoining the Menai Straits sold, 70.

Llandwrog (Carnarvon), lease of quarries, &c. in the parish of, granted, 54.

Llanelian (Denbigh), lease of land and tenement situate at, granted, 56.

Llanelltyd (Merioneth), lease of mines and minerals in the parish of, granted, 60; monies due to the Crown in respect of rents in charge of the receiver of land revenue, 97, 98.

Llanengan (Carnarvon), lease of mines and minerals in the parish of, granted, 54.

Llanfackreth Parish (Merioneth), monies due to the Crown in, in respect of rents in charge of the receiver of land revenue, 97.

Llanfairfechan Parish (Carnarvon), monies due to the Crown by, in respect of rents in charge of receiver of land revenue, 95.

Llanfairtalhaiarn and Aber (Denbigh) Parishes, monies due to the Crown from, in respect of rents in charge of receiver of land revenue, 96.

Llantisilio Parish (Denbigh), particulars of agreement entered into for the sale of the Crown's interest in land situate in, to Sir Watkin Williams Wynn, 13, 14.

Llanycrws (Carmarthen), proceeds of sale of lands under the proceedings for the inclosure at, 140.

Lloyd, Angharad, lands situate in Flint sold to, 75.

Lloyd, Capt. Trevor. See *Corry*, Major George.

Lloyd, Lewis. See *Williams*, William.

Loans, liabilities on the 31st March, on account of monies borrowed, 182; statement of monies borrowed on security of land revenue, for the purposes of metropolitan improvements; total liability 200,000 *l.*; 182.

Loch Riddan (Argyllshire), amount derived from the sale of a piece of shore-ground at, 142.

Lock, John, unimprovable rents arising from property of, in Dublin county, sold, 134.

Loghire. See *Derrenelane.*

Loghtee (Cavan), unimprovable rents arising from property in the barony of, sold, 124.

London and Westminster Bank, lease of grounds in High Holborn granted to the directors of, 4. 60.

London, Tilbury and Southend Railway Act, lands situate in Essex for the purposes of this Act, sold, 74.

Londonderry Collection, abstract of quit, &c., leasehold and other rents in, amount collected within the year, &c., 136, 137.

Londonderry, Earl of, unimprovable rents arising from property of, in Queen's county, sold, 119.

Long, Samuel, interest of the Crown in copyhold premises, &c. situate at Richmond (Surrey), enfranchised to, 80.

Long Acre to King Street (Covent Garden) Bill, balance in hand for legal expenses, 179.

Longfield, the Rev. George, and Henry *Longfield*, unimprovable rents arising out of lands in Cork county, sold to, 133.

Longfield, Robert, unimprovable rents arising from property of, in Meath county, sold, 127.

Longford (Galway), unimprovable rents arising from lands in the barony of, sold, 125, 126, 127, 128. 132.

Longford County, unimprovable rents arssing from property in, sold, 131.

Longforgan Parish (Perth), particulars relative to the sale of a portion of the Crown's revenue derived from teinds in this parish, 33.

Longhill (Mayo), unimprovable rents arising out of, sold, 128.

Loquier's and Dean's Meend (Dean Forest), particulars of license granted to Messrs. Allaway for forming a tramway through, 105.

Lossgery (Galway), unimprovable rents arising from lands in, sold, 125.

Lothian, Marquis of, unimprovable rents arising out of Blecking townlands (Norfolk), sold to, 85.

Loughane (Westmeath), unimprovable rents arising out of, sold, 127.

Loughan Loghna (Westmeath), unimprovable rents arising from lands in, sold, 129.

Loughturke (King's County), unimprovable rents arising from lands in, sold, 127.

Louth County, unimprovable rents arising out of property in, sold, 131.

Lovering, John, unimprovable rents arising from property of, in Waterford county, sold, 119.

Low, George, unimprovable rents arising from property of, in Westmeath county, sold, 128, 129.

Low, Margaret, and others, particulars of the sale of the surplus Crown teinds payable out of the lands, &c., of Wandersknowe (Scotland), to, 118.

Low, William, unimprovable rents arising from property of, in Westmeath county, sold, 128, 129.

Lower Bakewell. See *Bakewell, Upper and Lower.*

Lower Lea Bailey (Dean Forest), particulars of license granted to John Roberts to dig clay or sand, 106.

Lower Mignant Mountain (Merioneth), leases of mines and minerals thereon, granted, 58.

Lower Ware Farm (Devon). See *Under Hill*, &c. (Devon).

Lowestoft Harbour (Suffolk), receipts derived from sale of portions of the foreshore at, 140.

Ludavilly (Galway), unimprovable rents arising out of, sold, 126.

Lugarragh (Galway), unimprovable rents arising from lands in, sold, 126.

Lydbrook (Dean Forest), license granted for forming a tramway over waste of Dean Forest, for the purpose of carrying on works connected with the Arthur and Edward Colliery, situate near, 106.

Lyer (Galway), unimprovable rents arising from lands situate at, sold, 126.

Lyme Regis (Devon), receipts derived from the sale of the foreshore at Uplyme, near, 140.

Lynch, George, unimprovable rents arising from property of, in Mayo county, 122.

Lyndhurst Manor (Hants), amount of profit derived from the manor, 146.

Lyndhurst Parish (Southampton), particulars of conveyance of part of open waste of New Forest, situate in, to William M. Powell, 103.

M.

Mabwnion Manor (Cardigan), amount of profit derived from this manor, 146.

Macclesfield Manor (Chester), amount of profit derived from the manor of Macclesfield, 146.

Macdonald, James, piece of strand on the River Mersey, at Birkenhead, sold to, 71.

M'Farlane, J., balance in his hands as receiver for Dunfermline, &c., 176.

MacGregor, Sidney Parry, George *Ashley* and W. *Griffith*, lands situate in Denbigh sold to, 72, 73.

Machen, Edward, interest of the Crown in copyhold lands situate in East Dereham (Norfolk), enfranchised to, 79.

Machen, E., balance in his hands on account of Cinderford School, Dean Forest, 179.

Mackechnie, Andrew, particulars of the sale of part of the burial ground of St. Andrew's Cathedral (Fife), to, 118.

Mackey, James, tabular form, showing the acreage, annual rent, &c., of the lands of Tooreenclassagh, sold to, 49.

M'Lellan, A. W. Y., abstract of quit, &c., leasehold and other rents received from, as collector for Galway, 136, 137.

M'Turlagh Island, alias *Gortinelane*, alias *Gortenelane* (Tipperary), unimprovable rents arising out of lands in, sold, 123.

Madden, Dennis, unimprovable rents arising from property of, in Galway county, sold, 132.

Madden, John, unimprovable rents arising from property of, in Galway county, sold, 125.

Maentwrog (Merioneth), lease of mines and minerals in the parish of, granted, 58.

Mainwaring, Townsend, lands situate in Flintshire sold to, 74.

Maison Dieu Estate (Dover), particulars of sale of part of this estate to the Burial Board of Dover, 9. 75; rents discharged from the receiver of land revenue for Kent on account of this, 94; receipts derived from the sale, 140.

Malloy, Austin, abstract of quit, &c., leasehold and other rents received from him as collector for Sligo, 136, 137.

Man, Isle of, particulars of leases of quarries granted in, 4. 58; balance in the hands of the receiver of land revenue for, 76; total amount derived from profits of lead mines, &c. in, 150.

Manors, account showing the total sum derived from profits of manors, &c., 146.

See also *the various Manors under their respective heads.*

Mansell, William M., monies due to the Crown by, in respect of rents in his charge as receiver of land revenue for Devon, 96.

Mansfield Woodhouse Inclosure (Notts), amount derived from share of surplus money returned to the allottees of, 144.

Margaret, St. (Ilketshall, Suffolk), unimprovable rents arising out of lands at, sold, 86.

Marker, Rev. Henry William, unimprovable rents arising out of hereditaments in Ruabon Parish (Denbigh), sold to, 82.

Markinch Parish (Fife), particulars respecting the sale of revenue derived from teinds in, 33.

Mark's Warren Farm (Essex), deposit on account of purchase of, 141.

Marsh Chapel Lands (Lincoln), unimprovable rents arising out of, sold, 84.

Marshgate Farm (Surrey), lease of part of this farm, situate at Richmond, granted, 66.

Marshland Fen Estate (Norfolk), portion thereof sold, 77; receipts on account of interest of purchase money, 154.

Marston Longa Lands (Warwick), unimprovable rents arising out of, sold, 86.

Martin, Jeffry, unimprovable rents arising from property of, in Mayo County, sold, 130.

Martin, Thornton and Skeresby (Lincoln), unimprovable rents arising out of lands situate at, sold, 84.

Martin, St., in-the-Fields (Middlesex), lease of ground for an ornamental garden in the Green Park, granted, 60.

Martin, St., in-the-Fields Parish, lands and premises situate in, sold, 76.

Martin's, St., Parish (Colchester), unimprovable rents arising out of property in, sold, 83; monies remitted from, in respect of fee-farm, &c. rents in charge with the receivers of land revenue, 101.

Martin's, St., Mews (Charing Cross), lessees of, balance in their hands for the repairs of the stables, &c., 178.

Mary, St., Street (High Wycombe), monies remitted from, in respect of fee-farm and other unimprovable rents in charge with the receiver of land revenue, 100.

Mary's, St., Parish (Waltham Forest), particulars of conveyance of part of the Crown's rights in parcels of lands situate in, 27.

Mary's, St., Leyton and Wanstead Parishes (Essex), particulars of conveyance to the Eastern Counties Railway Company of the Crown's forestal rights over lands situate in, 113.

Matthews, George, abstract of quit, leasehold and other rents received from, as collector for Wexford, 136, 137.

Maxwell, John, unimprovable rents arising from property of, in Wexford County, sold, 129.

Mayo, Charlotte, particulars of conveyance to, of the Crown's interest in part of the encroachments from the wastes of Staunton Manor, 109.

Mayo County, unimprovable rents arising out of property in, sold, 119. 122. 128. 130, 131. 133.

Meade, Dom. See *Daley*, Denis.

Mears, Charles Thomas, interest of the Crown in a piece of copyhold land situate in, and holden of the manor of Richmond, enfranchised to, 80.

Meath County, unimprovable rents arising out of property in, sold, 125. 127; amount derived from sale of the reversionary interest of the Crown in portions of the Mornington estates in this county, 142.

Medlycott, Sir Wm. Coles, Bart., unimprovable rents arising out of Milborne Port (Dorset), sold to, 83.

Medway River (Kent), receipts derived from sale of portions of the foreshore of, 140.

Meenganine Townland (Kingwilliamstown Estate), table showing the acreage, number of tenancies, and annual rents, &c., 47. 49.

Melville, J. M., balance due to him as the late receiver for Dunbar, 176.

Menai Straits, lease of land or ground covered with water, situate in, granted, 54; interest of the Crown in shore or strand on the western banks of, sold, 70.

Menzies, W., balance in his hands as Deputy Surveyor of Windsor Forest and Parks, 176.

Meredith, Sir Charles, unimprovable rents arising from property of, in King's County, sold, 123.

Meredith, Sir Robert, and Capt. Brent *Moore*, unimprovable rents arising from property of, in Mayo County, sold, 130.

Merionethshire, particulars of leases of mines and quarries in, granted, 4. 58; portions of Crown land situate in this county, sold by private contract, 8; interest of the Crown in lands situate in, sold, 76; monies due to the Crown in respect of rents in charge of the receiver of land revenue, 97; amount of profit derived from mines and quarries situate in the county of Merioneth, 150; expenditure on account of Crown estates in this county, 151.

Merrick,

Merrick, Jasper, unimprovable rents arising from property of, in Mayo County, 122.

Mersey River, piece of strand of the left side of, at Birkenhead, sold, 71; receipts derived from sale of foreshore of, at Birkenhead, 140.

Mervin, Sir Audley. See *Booth*, Sir Robert.

Metcalf, Rev. R., amount paid him for transfer of stock to the minister of Sunk Island church, 178; amount of his stipend as minister of Sunk Island (York) church, 187.

Metropolis Improvements, statement of money borrowed upon the security of land revenue for the purposes of, 182.

Meux Township (Waughen Parish, York), lands situate in, exchanged, 88; amount expended on this exchange, 141.

Mevenith Manor (Cardigan), amount of profit derived therefrom, 146.

Meyrick, James, monies due to the Crown by, in respect of rents in his charge as receiver of land revenue for Merioneth, 97.

Mica Mountain (Isle of Man), lease of granite rock, stone, &c. at, granted, 58.

Michael's, St., Parish (Suffolk), unimprovable rents arising out of lands in, sold, 86.

Middle Level Drainage Commission, lands situate in Emneth Parish (Kent), sold to, 77.

Middle Park Farm, Eltham (Kent), lease of farm and premises situate in the parish of Eltham, granted, 58.

Middle Raisin (Lincoln), unimprovable rents arising out of lands in, sold, 84.

Middlesex, leases of premises, grounds, &c., in the county of Middlesex, granted, 60–62. 68; lands and premises situate in, sold, 76; land situate in St. John's Parish, Hackney, London, exchanged, 88; rents put in charge of the receiver of land revenue for this county, arising out of the purchase of ground situate in Bonner's Fields, &c., London, 93; monies due to the Crown in respect of the rents in charge of the receiver of land revenue, 98; particulars relative to the enfranchisement of copyhold or customary properties held of Hampton Court Manor, situate in, 10.

Portions of Crown land sold by private contract, 8; rents put in charge of receiver of land revenue for Middlesex, arising out of the purchase of lands at Bonner's Fields, &c., 93; monies remitted in respect of rents in charge of the receiver of land revenue, 99; receipts derived from sale of lands in, 140; amount received for enfranchisement of copyhold premises holden of the honor and manor of Hampton Court, 142; amount derived from fine on renewal of lease of No. 50, Duke Street, St. James's, 150; expenditure on account of Crown estates, 151; balance in the hands of the receiver of the land revenue for the county, 176.

Middle Ward (Hertford), unimprovable rents arising out of, sold, 84.

Milborne Port (Dorset), unimprovable rents arising out of, sold, 83.

Milbourne Manor. See *Esher* and *Milbourne* Manors (Surrey).

Millbank Estate (Middlesex), lease of houses and lands, part of the Millbank Estate, granted, 4. 62. 64.

Millosky (Cork), unimprovable rents arising out of lands at, sold, 124.

"*Mill Quarry*" (Dean Forest), particulars of grant of lease thereof to T. Dorrington, 104.

Milltowne, John Earl of, unimprovable rents arising from property of, in Meath County, sold, 127.

Milltowne (Westmeath), unimprovable rents arising from lands in, sold, 127.

Mines and Minerals:

Particulars of leases of waste land granted for the better working of gales in Dean Forest, 23; lease of mines and minerals in the parish of Penmachno (Carnarvon), granted, 54; lease of mines and minerals in the Crown manor of Muchland (Lancaster), granted, 58; lease of granite, rock, stone, &c., in the parish of Kirk Malew (Isle of Man), granted, *ib.*; lease of mines and minerals in the county of Merioneth, granted, 58. 60; lease of mines and minerals in Grinton, Whiteaside, Harkaside, Summerlodge and Cogden (York), granted, 66.

Receipts and expenditure on account of mines in Dean Forest, for the year ended 31 March 1855, 148, 149; receipts and expenditure on account of mines in Chopwell Woods (Durham), for the year ended 31 March 1855, *ib.*

Miscellaneous Receipts and Payments, particulars of, in the year ended 31 March 1855, 154, 155; expenditure in miscellaneous payments in England and Wales, 141; in Scotland, 143; in Ireland, *ib.*; total amount expended on account of, during the past year, *ib.*

Mitchell, Robert. See *Hudson*, Edward, &c.

Moat Farm (Kent), lease of land, cottage, &c. in the parish of Eltham, granted, 58.

Moate (Galway), unimprovable rents arising out of lands in, sold, 126.

Model Farms, account of receipt and expenditure of town and model farms, 152.

Moelhafod Owen Mountain (Merioneth), monies due to the Crown in respect of rents in charge of the receiver of land revenue, 97.

Moeltrefan Quarry (Carnarvon), monies due to the Crown from, in respect of rents in charge of receiver of land revenue, 95.

Moel Tryfan (Carnarvon), lease of quarries, &c. at, granted, 54.

Mogoish (Westmeath), unimprovable rents arising from lands in the barony of, sold, 127.

Monaghan County, unimprovable rents arising out of property in, sold, 123.

Monmouthshire, particulars relative to the enfranchisement of copyhold or customary properties held of Liswery and Libenneth manors, situate in, 10; free grant of lands in the parish of Aberystwith (Monmouth), 11; amount derived from enfranchisement of copyhold premises holden of the manors of Liswery and Libenneth, 79. 142; particulars of a grant of land to Her Majesty's Commissioners for Building New Churches, situate in the parish of Aberystwith, 87.

Moonstowne, alias *Moorestowne*, alias *Ballynemony*, (Tipperary), unimprovable rents arising from lands in, sold, 129.

Moore, Capt. Brent. See *Meredith*, Sir Robert.

Moore, Col. Garrett, unimprovable rents arising from property of, in Galway County, sold, 126.

Moore, Jonathan, lands situate in Flintshire, sold to, 74.

Moore, M. P. See *Percy*, Hon. C. B.

Moreing, C., amount lodged by him as security for the execution of certain works in Piccadilly, 177.

Morgan, Edmond, conveyance to, of the Crown's interest in a part of the enfranchisements from the wastes of Staunton Manor, 110.

Morgan, George, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110, 111.

Morgan, William, unimprovable rents arising out of lands in Cork County sold to, 124.

Morgans, John, lands and premises in Cardigan sold to, 70.

Mornington Estates (Dublin and Meath), amount received from sale of the reversionary interest of the Crown in portions of, 142.

Morris, Henry. See *Hayward*, William, &c.

Morris, R., balance due to him as Deputy Surveyor of Wychwood Forest, 176.

Morris, William, lands situate in Flint sold to, 75.

Morse, George Morris, particulars of license granted to, to form a tramroad over waste of Dean Forest, for the purpose of carrying on works connected with the Standfast and Royal Engine Gale, 106.

Mountjoy, William, particulars of conveyance of the Crown's interest in land situate at Cinderford Bridge (Dean Forest Waste), 107.

Mountrath, Jane Countess Dowager of, and Sir Robert *Reading*, unimprovable rents arising from property of, in Galway county, sold, 132.

Moycashell (Westmeath), unimprovable rents arising from lands in the barony of, sold, 128, 129.

Moydristan (Cavan), unimprovable rents arising out of parts of, sold, 133.

Moyeg and Ballinlagh (Cork), unimprovable rents arising from lands in, sold, 128.

Moyfartagh (Clare), unimprovable rents arising from lands in the barony of, sold, 119.

Moylefine. See *Coller*, &c.

Moyrath (Westmeath), unimprovable rents arising from lands in, sold, 128.

Muchland Manor (Lancaster), lease of mines and minerals granted, 58; amount of profit derived from this manor, 146.

Muckully (Kilkenny), unimprovable rents arising from lands in, sold, 127.

Mullaghmore (Monaghan), unimprovable rents arising from lands in, sold, 123.

Mulle, alias *Cornmalle* (Mayo), unimprovable rents arising out of, sold, 130.

Mulleronaughtragh (Kerry), unimprovable rents arising out of, sold, 129.

Murphy, Patrick Edward, unimprovable rents arising out of lands in Waterford county, sold to, 129.

Murray, Caroline Matilda, lease of parts of the site of the Royal Kitchen Garden at Kensington, granted to, 68.

Murrells, Thomas, unimprovable rents arising out of lands in Rede (Suffolk), sold to, 86.

Muskerry (Cork), unimprovable rents arising from property in the barony of, sold, 128.

Musterquoy Lands (Orkney), acreage annual rents payable to the Crown, and amount realized by the sale of, 31; particulars of sale of, to J. Shearer, 117.

Mynydd Cilan (Carnarvon), lease of mines and minerals situate at, granted, 54.

N.

Naas Collection, abstract of quit, &c., leasehold and other rents in, amount received within the year, &c., 136, 137.

Nantconway Hundred (Carnarvon), lease of mines and minerals in the hundred of, granted, 54; amount of profit derived from, 146.

Nant-y-Glo (Monmouth), particulars of grant of land situate at, to Her Majesty's Commissioners for Building New Churches, 11. 87.

Napestowne (Dublin), unimprovable rents arising from lands in, sold, 123.

Napier, A. J., balance in the hands of, as receiver for Dunbar, 176.

Naule (Dublin), unimprovable rents arising from lands in the, sold, 123.

Nethercross (Dublin), unimprovable rents arising from lands in the barony of, sold, 123.

Nether Scapa (Orkney), acreage, annual rents payable out of, to the Crown, and amount realized by the sale of, 31; reference to, and remarks upon the sale of, 32.

See also *Hillhead*, &c.

Newbigging (Orkney), acreage, annual rents payable to the Crown out of, and amount realized by the sale of, 31; reference to the sale of, and benefits arising to the Crown out of Newbigging Commons, 32; particulars of sale of, to W. Fotheringham, 117.

Newborough Church (Northampton), account showing receipt and expenditure on account thereof, 186, 187.

Newcastle (Dublin), unimprovable rents arising from lands in the barony of, sold, 134.

New China Level Gale or *Iron Mine Works* (Dean Forest), particulars of license granted for forming a road across the open waste of Dean Forest, for the purpose of carrying on works connected with, 106.

New Churches, Her Majesty's Commissioners for the Building of, lands situate in Lincoln sold to, 75; particulars of grant of land to, situate at Nant-y-Glo (Monmouth), 87.

New Forest:

1. *Leases, Grants and Conveyances.*
2. *Rights of Common under the Deer Removal Act.*
3. *Receipt and Expenditure, &c.*

1. *Leases, Grants and Conveyances:*

Powers of granting leases therein, 21; particulars relative to the conveyance of parts of the open wastes thereof to W. M. Powell and A. W. Beetham, Esqrs., 22; schedule of particulars of leases granted of Decoy Pond Farm, 102; schedule of free grant of part of the waste of, as a site for a school at Burley, 103; schedule of the particulars of two conveyances of land in the New Forest, *ib.*

2. *Rights of Common under the Deer Removal Act:*

Report of the Commissioner relative to the claims of common and other rights in and over the New Forest, preferred by persons under the provisions of the Deer Removal Act, 20; steps taken towards exercising the power the Crown acquired in lieu of its right to deer, 21.

3. *Receipt and Expenditure, &c.:*

Amount derived from sales of land, 144; receipt and expenditure on account thereof, in the year ended 31 March 1855, 158, 159; balance in the hands of the deputy surveyor of, and by purchasers, 176; account of receipt and expenditure on account of the Act to extinguish the right of the Crown therein, &c., 183; receipt and expenditure on account of draining and otherwise improving the forest, 186, 187.

New House Farm (Sussex), monies remitted from, in respect of rents in charge with receiver of land revenue, 100.

Newland (Gloucester), unimprovable rent arising out of land in, sold, 84; monies remitted from, in respect to fee-farm, &c., rents in charge with receiver of land revenue, 101.

Newry Collection, abstract of quit, &c., leasehold and other rents in, amount received within the year, &c., 136, 137.

Newtowne (Westmeath), unimprovable rents arising from lands in, sold, 128.

Newtowne Barry. See *Bonclody*.

Nicholas, St., Chapel (Hereford), unimprovable rent arising out of the porch of, sold, 84.

Nicholas, St., Church (Bury, Suffolk), unimprovable rents for, sold, 85.

Nicholson, Henry, unimprovable rents arising from property of, in Mayo County, sold, 130.

Nicholson,

Nicholson, Thomas, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 111.

Noghavale (Westmeath), unimprovable rents arising from lands in, sold, 127.

Nolan, Pat, unimprovable rents arising from property of, in Mayo County, sold, 128.

Norfolk, portions of Crown land situate in, sold by private contract, 8; particulars relative to the enfranchisement of copyhold or customary properties held of Crown Manors, 10; interest of the Crown in lands situate, 76; interest of the Crown in copyhold lands and premises situate in, enfranchised, 79; unimprovable rents arising out of lands in, sold, 85; amount derived from enfranchisement of copyholds holden of the manors of East Dereham and Wymondham, 142; receipts on account of interest of purchase money of land in Marshland Fen at Emneth, sold, 154; balance in the hands of the receiver of land revenue for, 176; balance in the hands of the steward, &c., for the manor in this county, 177.

Northam, Parish of (Devon), piece of land between high and low water mark adjacent to, sold, 73.

Northampton, portions of Crown land situate in, sold by private contract, 8; particulars of the sale of Harpole Mill, 9; lands and premises situate in, sold, 77; unimprovable rents arising out of a house and land in, sold, 85; amount derived from sale of Harpole Mill and premises near, 140; receipts from sales of produce of the Crown estates, 150.

North Dolfrwnog Gold Mine (Merioneth), monies due to the Crown from, in respect of rents in charge of receiver of land revenue, 98.

North Hickham (Lincoln), monies remitted from, in respect to fee-farm, &c., rents in charge with receiver of land revenue, 101.

North Molton (Devon), monies due to the Crown at, in respect of rents in charge of receiver of land revenue, 96.

Northstead Estate (York), account of expenditure for drainage works at, and superintendence of, 151.

Northumberland, Duke of, interest of the Crown in two Aytes of the River Thames, situate at Richmond, enfranchised to, 80.

Northwood Estate (Radnor), receipts on account of interest of purchase money of part of the, 154.

Norwich, unimprovable rents arising out of St. Giles' Hospital in, sold, 85.

Nottingham, unimprovable rents arising out of lands in, sold, 85; monies remitted from, in respect of rents in charge with receiver of land revenue, 99; amount derived from share of surplus money returned to the allottees of Mansfield Woodhouse inclosure, 144; expenditure on account of Crown estates in, 151.

Nuttstowne (Dublin), unimprovable rents arising from lands in, sold, 123.

O.

Oakington (Cambridge), monies remitted from, in respect to fee-farm and other unimprovable rents in charge with receiver of land revenue, 100.

Oakwood Mill (Dean Forest), particulars of license granted for forming a tramroad from, across the waste of Dean Forest, for the purpose of carrying on works connected with the New China Level Gale, 106.

Obre, Ralph Smith, unimprovable rents arising out of lands in Armagh County, sold to, 127.

O'Bryan, Donogh, unimprovable rents arising from property of, in Galway County, sold, 127.

Ochor-cwm-llefrith (Carnarvon), monies due to the Crown at, in respect of rents in charge of receiver of land revenue, 96.

O'Connor, Charles and Amy, unimprovable rents arising from property of, in Mayo County, sold, 130.

O'Dowde, David, unimprovable rents arising from property of, in Mayo County, sold, 133.

Office of Woods, &c., account of receipt and expenditure on account of salaries, &c., therein, 190, 191.

Oke, Rev. William Sanways, particulars of lease of Decoy Pond Farm (New Forest), granted to, 22. 102.

Ola, St., Parish (Orkney), particulars relative to the sale of lands in, 27; return showing the amount of land, rents and feu duties, as applicable to 1831, arising out of, 28; statement as to the existence of commons in, steps taken for the division, inclosure, &c., of same, 28, 29; particulars relative to the division of commons and sale of allotments in, 30, 31; acreage, annual rents payable to the Crown, and amount realized by the sale of, 31; particulars of the sale of the division of, to Captain W. H. U. Holmes, 117; amount received from sale of lands, 142.

See *Kirkwall*, &c.

Ophthalmic Hospital (Westminster), particulars relative to the sale of, 9. 76.

Ordnance, Board of, particulars relative to the King's Island, Limerick, conclusion of negociations with the Board of Ordnance for the sale of this property to them, 42; Crown's interest in lands in Alderney sold to, 70; land and premises situate at the corner of White Hart Lane (Harwich), purchased from, 87; rents put in charge of receiver of land revenue for Essex, arising out of lands purchased of, 93.

Orkney, particulars relative to the sale of lands, 27; amount of purchase money received for the sale of lands, 27; return showing the amount of land, rents and feu duties, as applicable to the year 1831, arising out of the several parishes, 28; statements respecting the division of commons in the several parishes and property belonging to the Crown, 32.

Report by Mr. Gore to the Treasury, recommending the sale of the Crown feu duties in, 113–116; Treasury letter, authorizing adoption of the course recommended, 116; particulars of sales effected, 117; receipts derived from sale of lands in the parishes of Kirkwall and St. Ola, 142; amount expended in surveying, &c. lands, 143; expenditure on account of Crown estates in, 153; balance in the hands of the receiver of land revenue for, 176.

Orphir Parish (Orkney), return showing the amount of land, rents and feu duties, as applicable to 1831, arising out of, 28.

Orrery and *Killmore* (Cork), unimprovable rents arising from lands in the barony of, sold, 123; unimprovable rents arising from lands in the barony of, sold, 128.

Osborne, Thomas, unimprovable rents arising from property of, in Waterford county, sold, 119.

O'Shanassy, Roger, unimprovable rents arising out of property in Galway county, sold, 122.

Ossagh, alias *Ossey* (Galway), unimprovable rents arising out of, sold, 124.

Ossey. See *Ossagh*.

Ossory, Bishop of, unimprovable rents arising from property of, in Cork county, sold, 130.

Otter, William, Bartholomew *Comben* and William *Comben*, lease of premises situate at Castletown, in the Isle of Portland, granted to, 56.

Oughlaske (Meath), unimprovable rents arising out of, sold, 125.

Oughlock (Meath), unimprovable rents arising from lands in, sold, 125.

Oune Island (Armagh), unimprovable rents arising from lands in the barony of, sold, 127.

Owen,

Owen, John, lease of land or cottage at Llanelian, granted to, 56.

Owen, William, lands and premises in Denbigh, sold to, 73.

Owny and Arra (Tipperary), unimprovable rents arising from lands in the barony of, sold, 123. 129.

Owston (Lincoln), interest of the Crown in certain copyhold lands at, enfranchised, 78.

Oxford, unimprovable rent arising out of lands, &c. in, sold, 85.

P.

Painter, G., reference to an arrangement entered into for granting to him a lease of part of the allotment at Aldborough, Hatch Gate (Hainault Forest), 8.

Pallice (King's County), unimprovable rents arising from lands in, sold, 127.

Pall Mall (Middlesex), leases of houses situate on the south side, granted, 62

Palmer, Henry (Cavan), unimprovable rents arising from property of, in the county of Cavan, sold, 133.

Pangdean Manor (Sussex), amount of profit derived from, 146; balance in the hands of the steward for, 177.

Pantygarreglwyd (Carmarthen), receipts derived from the sale of lands at Tally, so called, 140.

Parkend (Dean Forest), particulars of conveyence of the Crown's interest in land, unfit for the growth of timber, &c. situate near, 107, 108.

Parkend to *Bream* Turnpike Road (Dean Forest.) See *Bream*, &c.

Parkes, J., balance in his hands for drainage works on the Woodhouse Grange Estate (York), 177.

Parkhurst Forest, reference to the report of the Committee of the House of Commons of last Session, on the subject of this forest, 19; power obtained by Act 18 Vict. c. 16, for granting leases of such portions thereof, as may be permanently vested in the Crown, and not appropriated to the growth of navy timber, 25; comparative statement, contrasting the expense of the present with the former establishment, connected with this forest, 25; copy of treasury minute, dated 26th August 1854, nominating Mr. Higinbotham to be deputy surveyor of Parkhurst Forest, 112; receipts and expenditure on account thereof, in the year ended 31 March 1855, 166, 167.

See also *Bere Forest*.

Parliamentary Grants, account of the balance of the grant for 1853–54 unexpended on the 1st April 1854, 190.

Parsons, Thomas, interest of the Crown in copyhold land holden of the manor of Egham (Surrey), enfranchised to, 80.

Patch, John. See *Shore*, George, &c.

Pauling, Richard Clarke, defalcation by, in respect of monies due to the Crown, 102.

Paul, St., Church (Dean Forest), account of receipt and expenditure of the fund for the support of, 188, 189.

Peareth, William, unimprovable rents arising out of lands in Stretton (Warwick), sold to, 86.

Pearl, Geoffrey, unimprovable rents arising from premises in High Street, Windsor, sold to, 81.

Peek, William, unimprovable rents arising out of premises situate at Elsworth (Cambridge), sold to, 81.

Pemberton, E. L., balance in his hands as deputy steward of the manors of Poynings, Perching and Pagdean (Sussex), 177.

Peniston (York), unimprovable rents arising out of lands in, sold, 86.

Penllyn (Merioneth), encroachments from the common wastes of the lordship of, sold, 76; amount of profit derived from the lordship, 146.

Penmachno (Carnarvon), lease of mines and minerals in the parish of, granted, 54.

Pennethorne, James, balance in his hands as architect to the Board, 177.

Pen Rhû Ucha Tenement (Denbigh), unimprovable rents arising out of, sold, 82.

Pensions, Stipends, &c., expenditure on account of pensions, stipends and allowances in the year ended 31 March 1855, 155.

Perching Manor (Sussex), monies remitted from, in respect of rents in charge with the receiver of land revenue, 100; lands situate at Falking (Sussex), and holden of this manor, purchased, 87; amount of profit derived from the manor, 146; balance in the hands of the steward of, 177.

Percy, Hon. C. B., and M. P. *Moore*, balances in their hands, as lessee and deputy steward of the manor of East and West Deeping (Lincoln), 177.

Perfedd Minimum Royalty, Lordship of (Wales), monies due to the Crown in respect of rents unpaid in, 95.

Perkins, Henry, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Perpetual and Unimprovable Rents (Ireland), schedule of sales of all perpetual and unimprovable rents payable to the Crown in Ireland, 119.

Perthshire, particulars respecting the sale of revenue derived from teinds in, 33.

Perverth Manor (Cardigan), amount of profit derived from, 146.

Peter's, St., Parish (Colchester), monies remitted from, in respect of fee farm and other rents in charge with the receiver of land revenue, 101; unimprovable rents arising out of lands in this parish, sold, 83.

Peter's, St., Ward (Hertford), unimprovable rents arising out of tenements in, sold, 84.

Peter's, St., Southelmham (Suffolk), unimprovable rents arising out of lands in, sold, 86.

Phillips, John Capel, unimprovable rents arising out of land in Newland (Gloucester), sold to, 84.

Phillips and others, amount lodged by them in respect of damage which may accrue from mining operations, 178.

Phillips, Sir Thomas and others, monies due to the Crown by, in respect of rents in their charge as receivers of land revenue for Middlesex, 98.

Phillipson, Richard B., and John B. See *Price*, Eliza Partridge, &c.

Pierce, John, lands and premises in Denbigh, sold to, 73.

Piercevall, George, unimprovable rents arising from property of, in Mayo county, sold, 130.

Pimlico Estate, statements as to the conveyance to the Duchy of Cornwall of a plot of land at the corner of James' Street, as a site for an office for that department, 15; receipts derived from sale of a site at, for the office of the Duchy of Cornwall, 140.

Plasmeadow, Lordship of (Denbigh), monies remitted from, in respect to fee-farm and other unimprovable rents in charge with the receiver of land revenue, 101.

Plumb Hill (Dean Forest), particulars of license for digging clay or sand from land situate near, 106.

Plus Acres, or undisposed Lands (Ireland), particulars respecting rents arising out of, 33.

Pointon Parish (Lincoln), observations on the purchase of Lord Fortescue's estate, situate in, 11; particulars thereof, 87.

See also *Billingborough* Estates.

Pollard, T. and G., and the *Wallasey Local Board of Health*, amount paid them for plans, &c. of road at Birkenhead, 178.

Pollysharroge

Pollysharroge (Mayo), unimprovable rents arising from lands at, sold, 122.

Poltimore Gold Mine (Devon), monies due to the Crown from, in respect of rents in charge of the receiver of the land revenue for Devon, 96.

Portland, Isle of, particulars of leases granted in, 5, 6. 56; amount of revenue derived therefrom, 6; reference to the sales to the Portland Railway Company in the Island, 9; lands in the Island of Portland, sold, 74. 140; monies due to the Crown in respect of the rents in charge of the receiver of land revenue for Dorset, 96.

Portland Manor (Dorset), amount of profit derived from the manor, 146; balance in the hands of the steward of, 177.

Portland Pier, expenditure on account of the construction of a new landing pier, 151.

Portland Railway Company, lease of lands situate at Castletown in the Isle of Portland, granted to, 56; lands situate in Dorsetshire, sold to, 74.

Portman and *Foreign Manors* (Herts), particulars relative to the enfranchisement of copyhold or customary properties held of these manors, 10; balance in the hands of the steward of, 177; amount of profit derived from the manor of, 146.

Portracan (Galway), unimprovable rents arising from lands in, sold, 132.

Portraghane, alias *Faletragh* (Mayo), unimprovable rents arising from, sold, 128.

Potitichaell (Mayo), unimprovable rents arising out of lands at, sold, 122.

Powell, J. A., balance in his hands as deputy steward of the manor of Richmond (Surrey), 177.

Powell, Samuel, particulars of conveyance to, of the Crown's interest in part encroachments from the wastes of the manor of Staunton, 109.

Powell, William, conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 109.

Powell, Wm. Martin, particulars of conveyance to of the Crown's interest in part of the open waste of New Forest, 22; particulars of conveyance to, of part of the open waste of New Forest, 103.

Poynings Estate (Sussex), receipts from sales of produce off this estate, 146. 150.

Poynings, &c. Manors (Sussex), balance in the hands of the steward, &c. for, 177.

Pratt, Charles Richard, unimprovable rents arising out of lands in Tipperary county, sold to, 129.

Prehane (Mayo), unimprovable rents arising from lands in, sold, 122.

Presty, George, Arthur Harding *Withington*, and Allen *Withington*, leases of houses situate on the south side of Pall Mall, in the parish of St. James, Westminster, granted to, 62.

Prestatyn Hundred (Flint), amount of profit derived from, 146.

Prestyl Gamalt (Carnarvon), lease of mines and minerals at, granted, 54.

Price, Eliza Partridge, Richard Burton *Phillipson*, and John Burton *Phillipson*, unimprovable rents arising out of hereditaments situate in Bromfield (Denbigh), sold to, 82.

Price, Elizabeth, lands in Carmarthen, sold to, 71.

Pridhay, Henry, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 111.

Prince of Wales' Mine (Merioneth), lease of mines and minerals known as, granted, 60.

Prittlewell (Essex), amount derived from sale of the foreshore of the Thames in the parish of, 140.

See also *Leigh* Parish (Essex).

Produce of the Crown Estates, receipts on account of sales of produce in the year ended 31 March 1855, 150.

Public Companies, amount of balances of money lodged to meet expenses connected with Bills in Parliament, 177.

Public Works and Fisheries Bill, balance in hand for legal expenses of, 179.

Pullen & Tookey, Messrs. See *Crane*, &c., Messrs.

Purcells (Westmeath), unimprovable rents arising from lands in, sold, 127.

Purcellstowne (Westmeath), unimprovable rents arising from lands in, sold, 127.

Purchardon Parish (Devon). See *Heanton*, &c., Parishes.

Purchases, observations on the purchases made by the Crown during the past year, 11, 12; report relative to the purchase of Earl Fortescue's estates in Lincoln, 11, 12; particulars relative to the purchase of Gobions Manor, &c. (Essex), 12.

Schedule of purchases made on the part of the Crown between 31 March 1854 and 31 March 1855, 87; copies of correspondence respecting the purchases of certain estates in Lincolnshire from Earl Fortescue, 88; schedule of rents put in charge with the receivers of land revenue, in respect of property acquired for Her Majesty by purchase, lease, exchange or otherwise, 93; amount expended in the purchase of estates, &c. in England and Wales, 141.

Putney Parish. See *Thames River*.

Pyke, Benjamin Rogers, interest of the Crown in lands and premises situate in Devon, sold to, 74.

Pyke, Captain John (R. N.), interest of the Crown in lands, situate in Devon, sold to, 74.

Q.

Quarries, particulars of a lease granted of a stone-quarry in Dean Forest, 23; lease of quarries, rocks and beds of slate, &c. in the parish of Llandwrog (Carnarvon), granted, 54.

See also *Mines* and *Minerals*.

Queen's County, unimprovable rents arising out of property in, sold, 119.

Queen's Road (Kensington), expenditure on account of this road, 153.

Quit, &c. Rents (Ireland), particulars respecting, 33; scale adopted for the sale of, 34; schedule of sales of all perpetual and unimprovable rents payable to the Crown in Ireland, 119; schedule containing an abstract of quit, &c. rents, and leasehold and other rents payable to the Crown in Ireland, 136; abstract of quit, &c. leasehold, and other rents in Ireland, amount received within the year, &c., 136, 137; total sum produced by the sale of, 142.

R.

Radnor, receipts on account of interest of purchase-money of the Northwood Estate in, 154.

Ralappan (Kerry), unimprovable rents arising from lands in, sold, 129.

Ralston, W. H., balance in his hands, as superintendent on account of improvement on Crown estates in Caithness, 178.

Ranecolevine (Mayo), unimprovable rents arising out of, sold, 130.

Rates and *Taxes*, total expenditure on account of rates, taxes, &c. in the year ended 31 March 1855, 153.

Rathconrath (Westmeath), unimprovable rents arising from lands in the barony of, sold, 127.

Rathcoole (Dublin), unimprovable rents arising from lands in, sold, 134.

Rathin William (Mayo), unimprovable rents arising out of, sold, 130.

Rathleade (Waterford), unimprovable rents arising out of, sold, 119.

Rathmore (Westmeath), unimprovable rents arising from lands in, sold, 127.

Rathreedane (Mayo), unimprovable rents arising out of, sold, 133.

Ravenscroft, John, Joseph *Ravenscroft* and James *Ravenscroft*, piece of strand on the River Mersey at Birkenhead, sold to, 71.

Ravenshaw, John Hurdis, lease of part of Marshgate Farm at Richmond (Surrey), granted to, 66.

Read, Francis, lands belonging to, situated in Devon, sold, 73.

Reade, Compton. See *Settree*, Henry, &c.

Reading, receipts from sales of produce off the King's Meadow, 150.

Reading, Sir Robert. See *Mountreath*, Dowager Countess of.

Readevin, T. A. See *Harvey*, James, &c.

Receipt. See *Income*, *&c.*

Receivers of Land Revenue, rents put in their charge in respect of property acquired, 93; rents discharged from the rentals of, in respect of property sold, exchanged, &c., 94; monies due to the Crown in respect of rents in charge with the several receivers of land revenue, &c., 95–98; monies remitted in respect to any rents in charge with the several receivers of land revenue, &c., 99, 100; the like in respect to fee-farm and other unimprovable rents in charge with, 100, 101; amount expended in salaries, and per centage of, 147; amount of incidental expenses of, *ib.*; balance sheet showing the amount due by, or owing to, 176.

Rede (Suffolk), unimprovable rents arising out of, sold, 86.

Reduced Annuities, amount expended in purchase of 14 *l.* 17 *s.* 1 *d.* stock, 143.

Reece, John, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Regent Street, balances due to capital for advances on account of the removal of the Colonnade, 144.

Reid, J., balance in the hands of, as, for Aberdeen, &c., 176.

Releys Castle (Cavan), unimprovable rents arising out of, sold, 124.

Remittances of Rents, schedule of all monies remitted on Her Majesty's behalf, in respect of any rents in charge with the several receivers; specifying whether any previous remissions has taken place in respect to the same rent, and the circumstances and authority under which remitted, 100.

Renewal of Leases, amount derived from fine on renewal of lease of No. 50, Duke Street, St. James, 150.

Rennie, James, interest of the Crown in certain copyhold lands, &c. situate in the parish of Christchurch (Monmouth), enfranchised to, 79.

Renowas Croes Augen Tenement. See *Dennant*, *&c. Tenements* (Denbigh).

Rents (*England and Wales*), gross annual rents reserved in leases of Crown property granted during the past year, 4.

Schedule of rents put in charge with the receivers of land revenue, in respect of property acquired for Her Majesty by purchase, lease, exchange or otherwise, 93; schedule of rents discharged from the rentals of the several receivers in respect of property sold, exchanged or otherwise disposed of, 94; monies due to the Crown in respect of rents in charge with the several receivers of land revenue, &c., 95–98.

Rents (*Ireland*):

Report respecting quit, Crown and other rents in Ireland, 33, 34; manner in which the same are collected, *ib.*; scale adopted for the sale thereof, 34; monies due to the Crown in respect of rents in charge with receivers of land revenue under leases, and which have been owing for more than a year, showing the term which each arrear has accrued, and the measures, if any, in progress to recover the same, 96; monies remitted in respect of rents in charge with the receivers, specifying whether any previous remission has taken place, and the circumstances under which remitted, 99, 100; abstract of quit, &c. rents, and leasehold and other rents payable to the Crown in Ireland, 136, 137.

Unimprovable rents payable to the Crown in Ireland, sold, amounting to 601 *l.* 8 *s.* 6¼ *d.* per annum, the consideration monies for which have amounted to 16,833 *l.* 6 *s.*, 35; schedule of sales of all perpetual and unimprovable rents payable to the Crown in Ireland, 119.

Reoch, John Fowler, sale of surplus Crown teinds payable out of lands situate at Gilmerton, to, 118.

Repairs and Improvements of Crown Estates, expenditure on account of, in the year ended 31 March 1855, 151.

Reylandbegg. See *Rylandmore*, &c.

Reylane. See *Rylandmore*, &c.

Rhodes, Henry, conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Rhodes, Thomas, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Rhyd Evan Tenement (Denbigh), unimprovable rents arising out of, sold, 83.

Rhyl (Flint), receipts derived from sale of land in front of the Belvoir Hotel at, 140.

Rialton Estate (Cornwall), expenditure on account of new buildings and repairs, 151; amount of profit derived from this estate, 146; balance in the hands of the Steward of, 177.

Richardson, H. F., monies due to the Crown by, in respect of rents in his charge as receiver of land revenue for Carnarvon, 95.

Richardson, Richard Wise, particulars of exchange of his property for part of that of the Crown, situate in Waughen parish (York), 13.

Richardson, Robert Wise, land situate in Waughen Parish (York), exchanged with, 88.

Richmond (Surrey), particulars of lease granted at, 4; amount derived from enfranchisement of copyhold premises holden of the manor of Richmond, 10. 80, 81. 142; lease of ground at Richmond, suitable for a militia depôt, granted, 64; amount derived from dividends of stock purchased out of money received for damage to Asgill House at, 144; receipts from sales of produce off estates at, 150; amount of profit derived from the manor, 146; balance in the hands of the steward of the manor, 177.

Richmond Palace (Surrey), lease of part of the ground or ancient palace, granted, 64.

Riddan Loch (Argyle), report relative to, and particulars of the sale of part of the shore thereof to Major R. N. Campbell, 27.

Roads, statement, in detail, of advances out of the income of the land revenue, to the trustees of various roads, and the amounts remaining due on the 31st March 1855, 182.

Roberts, Edward, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Roberts, David. See *Williams*, Griffith, &c.

Roberts, Hugh Beaver, lands in Carnarvon, sold to, 71; lands in Denbigh, sold to, 73.

Roberts,

Roberts, James, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 111.

Roberts, John, license granted to, for digging clay or sand from land, situate near Lower Lea Bailey (Dean Forest), 106.

Roberts, William, conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 111.

Rocque Tourgée (Alderney), parcels of land at, sold, 70; amount derived from sale of land at, 142.

Rogerstowne (King's County), unimprovable rents arising from lands in, sold, 128.

Rose, Hugh Munro St. Vincent, particulars of the sale of the surplus Crown teinds payable out of lands situate at Ballintore (Scotland), to, 118.

Roll's Estate (Chancery Lane), monies remitted from, in respect of rents in charge of the receiver of land revenue, 99; receipts and expenditure on account of this estate in the year ended 31st March 1855, 152, 153.

Romford (Essex), rents put in charge of receiver of land revenue for Essex, arising out of lands and premises purchased near, 93.

Rope Hill (Boldre Parish, Southampton), particulars of conveyance of part of open waste of New Forest, situate at, to Albert W. Beetham, 103.

Roscommon, table, showing the acreage, rental and tenure of the landed estates of the Crown in, 36; amount derived from sale of the lands of Laggan in, 142.

Roskell, George, monies due to the Crown by, in respect of rents in charge of receiver of land revenue for Flint, 96.

Ross County, particulars respecting the sale of revenue derived from teinds in, 33; balance due to the receiver of land revenue for, 176.

Rosseene (Mayo), unimprovable rents arising out of lands at, sold, 131.

Rossmeowene (Cork), unimprovable rents arising from the lands of, sold, 134.

Rougham (Suffolk), unimprovable rents arising out of lands in, sold, 86.

Round, George, and John William Egerton *Green*, unimprovable rents arising out of St. Peter's Parish (Essex), sold to, 83.

Rowe, James, unimprovable rents arising from property of, in Wexford county, sold, 128.

Rowske (Mayo), unimprovable rents arising from, sold, 122.

Royal Engine Gale (Dean Forest). See *Standfast*, &c.

Royal Forests, reference to the Report of the Committee of the House of Commons appointed in the last Session of Parliament to inquire into the Management and Condition of the Crown Forests, 19; particulars as to the condition, extent, &c., of, 19, 20; observations of the Commissioner as to placing Alice Holt, Woolmer, Bere and Parkhurst Forests under the charge of one deputy surveyor, 24; comparative statement, showing the expense of deputy surveyors, &c., now, with the former establishments connected with, 25; total receipt and expenditure of, for the year ending 31st March 1855, 180, 181.

See also the various Forests under their respective names.

Royal Kitchen Garden at Kensington, particulars of lease granted of the site of the late, 5; schedule of leases granted under the Act 5 Vict. c. 1, authorising grant of building leases of the Royal Kitchen Garden at Kensington, 68.

Royal Westminster Ophthalmic Hospital, particulars relative to sale of, 9.

Royalties, particulars of royalties reserved to the Crown under leases of mines, &c., granted, 4.

Royle, John, lands situate in Flint sold to, 75.

Ruabon Parish (Denbigh), unimprovable rents arising out of hereditaments situate in, sold, 82.

Ruardean Hill Inclosure (Dean Forest), license granted for forming a tramroad through, for the purpose of carrying on works connected with works of Woodside Gale or Colliery, 105.

Rundle, H., abstract of quit, &c., leasehold and other rents received from, &c., as collector for Waterford, 136, 137.

Runes (Westmeath), unimprovable rents arising from lands in, sold, 127.

Rurine. See *Connaghline*.

Russell, Daniel, and Jonathan *Russell*, lease of land or ground covered with water, situate in the Menai Straits, granted to, 54.

Russell, Jonathan. See *Russell*, Daniel, &c.

Russell Mews, lease of stables in the parish of St. James, Westminster, granted, 60.

Rye Harbour (Sussex), interest of the Crown in lands situate at or in, sold, 77; receipts derived from sale of foreshore at, 140.

Rylandmore and Reylandbegg, alias *Reylane* (Wexford), unimprovable rents arising from lands in, sold, 129.

S.

St. Andrew's Cathedral (Fife.) See *Andrew's, St.*, &c.

St. Edmund's Farm (Suffolk). See *Edmund's, St., Farm* (Suffolk).

St. John's Wood Estate (Bucks). See *John's, St., Wood Estate*, &c.

St. Ola (Orkney). See *Ola, St.* (Orkney).

St. George, Capt. William, unimprovable rents arising from property of, in Kilkenny county, sold, 127.

Salaries, votes for salaries and expenses in the office of Woods and Forests, 190.

Salcey Forest, power obtained by Act 18 Vict. c. 16, for granting leases of such portions thereof as may be permanently vested in the Crown, and not appropriated to the growth of navy timber, 25; receipts and expenditure on account thereof, in the year ended 31st March 1855, 168, 169.

Sales:

1. *England and Wales.*
2. *Ireland.*
3. *Scotland.*

1. *England and Wales*:

Report of the Commissioner of Woods, &c. relative to sales of Crown property by private contract, 8–10; schedule of manors, buildings, land, &c. belonging to the Crown in England and Wales, and the Isle of Alderney, which have been sold by private contract, between 31st March 1854 and 31st March 1855, per Acts 10 Geo. 4, c. 50, 2 Will. 4, c. 1, and 14 & 15 Vict. c. 42, dates of conveyances thereof, &c., 70–78.

Schedule of a parcel of land sold by public auction, 68.

Sale of land in Brundish parish (Suffolk), adverted to, 8; particulars thereof, 68.

Report on the sales effected of fee-farm and other unimprovable rents in England and Wales, 10, 11; schedule of fee-farm and other unimprovable rents sold between 31st March 1854 and 31st March 1855, the purchase money paid, &c., 81–86.

Agreement with Sir Watkin William Wynn, Bart., for sale, &c. of lands in part of the manor of Yale (Denbigh), 90, 91.

Amount received from sales of estates in England and Wales, 140. 144.

2. *Ireland*:

Sales—continued.

2. *Ireland:*

Statement relative to the perpetual unimprovable rents in Ireland sold, amount produced thereby in the year up to 31st March 1855, 35; schedule thereof, containing particulars of the amount produced thereby, the names of the patentees, purchasers, &c., 119 *et seq.*

Particulars of a sale made in several pieces of land on the south side of Wexford Harbour, 135.

3. *Scotland:*

Report relative to sale effected in Scotland, 27; schedule of the particulars of sales of landed property of the Crown in Scotland, 117, 118.

Particulars of the sale of surplus Crown teinds, 118.

Salt Barony (Kildare), unimprovable rents arising from lands in the barony of, sold, 128.

Salwey, Col. Henry, interest of the Crown in copyhold premises situate in Egham (Surrey), enfranchised to, 80.

Sandbach, Henry Robertson, unimprovable rents arising out of Hendre Tenement (Denbigh), sold to, 82.

Sands, William. See *Hamilton*, William.

Sands, Sir William, assignee of George *Delahide*, unimprovable rents arising from property of, in Kildare county, sold, 128.

Sandsair, Shetland, report and particulars relative to the sale of part of the shore-ground of the sea, situate at, 27. 117; receipt derived from this sale, 142.

Sandwick Parish (Orkney), returns, showing the amount of land rents and feu duties, as applicable to 1831, arising out of, 28; existence of commons in the parish, steps taken for the division, inclosure, &c. of the same, 28, 29; amount realized by the sale of allotments, 30; particulars respecting the division of commons and allotments made in this parish, 29, 30.

Sandy Down (Boldre Parish, Southampton), conveyance of part of open waste of New Forest, situate at, to Albert W. Beetham, 103.

Sanford, R , balance in his hands as receiver for the Isle of Alderney, 176.

Santry Parish (Dublin), table showing the rental and tenure of the tithes of this parish, 36; amount of the tithes now in charge of the Commissioner of Woods, 44; unimprovable rents arising from lands in, sold, 123.

Sarjeant, Joseph, lands situate in Northampton, sold to, 77.

Scapa Mill (Orkney), rents payable to the Crown, and amount realized by the sale of, 31; particulars of sale of, to the trustees of A. S. Grœme, 117.

Scarwalsh (Wexford), unimprovable rents arising from lands in the barony of, sold, 129.

Scoresby Township (York), unimprovable rents arising out of, sold, 86.

Scotland:

Observations relative to sales effected in Scotland, 27; particulars thereof, 117, 118; amount of purchase-money received, 27. 142.

Particulars of the sales of surplus Crown teinds in, 118; total sum derived from the sale thereof, 142.

Amount expended in miscellaneous payments, 143.

Scrabster Quarry (Caithness), receipts from sale of produce of this quarry, 150.

Secker, T.. balance in his hands as deputy steward of the manor of Egham (Surrey), 177.

Sempringham, &c. Manors (Lincoln), particulars of the purchase thereof, 11, 12; letter from Right Hon. Charles A. Gore to the Lords of the Treasury, dated 10th August, relative to the purchase, 88, 89.

See also *Bellingborough* Estates.

Seskin (Cork), unimprovable rents arising from lands in, sold, 134.

Settree, Henry, Compton *Reade*, George *Spencer*, Edward Lynch *Settree*, and John Rowe *Floyd*, lease of mines and minerals in the parish of Celynin (Merioneth), granted to, 58.

Seymour, Colonel, balance in his hands as deputy surveyor of Windsor Great Park, 176.

Seymour, Thomas, and others, lease of a piece of beach-soil or sea-shore at Hindewell (York), granted to, 66.

Shanballylock (Meath), unimprovable rents arising out of lands in, sold, 125.

Shanbouly (Galway), unimprovable rents arising from lands in, sold, 127.

Shanbough (Kerry), unimprovable rents arising from, sold, 129.

Shanvallycanine (Mayo), unimprovable rents arising from lands in, sold, 131.

Shanvallylosky (Meath), unimprovable rents arising from lands in, sold, 125.

Shapinshay Parish (Orkney), return showing the amount of land rents and feu duties, as applicable to 1831, arising out of, 28; existence of commons in; steps taken for the division and inclosure of the same, 28, 29; particulars relative to the division of commons and subsequent disposal thereof to Mr. Balfour in 1845, 29.

Shaw Farm (Windsor), account of expenditure on account of, 151.

Shaw, William, unimprovable rents arising from property of, in Galway county, sold, 125.

Shearer, James, particulars of sale of land and premises to, situate in the parishes of Kirkwall and St. Ola (Orkney), 117.

Sheen, West (Surrey), lease of ground, part of the ancient Palace of Richmond, granted, 64.

Shefford-with-Campton Manor (Bedford), amount of profit derived from this manor, 146; balance in the hands of the steward, &c., for, 177.

Sherrard, T. C., balance due to him as surveyor of drainage works, 177.

Sherwood, Bailey, and others, monies due to the Crown by, in respect of rents in their charge as receivers of land revenue for Merioneth, 97, 98.

Shetland Isles, remarks relative to the sale of part of the sea-coast at Sandsair, in the Shetland Islands, 27; particulars thereof, 117; amount derived from sale of shore-ground at Sandsair, Mouse Bay, 142.

Shield, Hugh, sale of land at Egham Hill, Surrey, to, 10; reversionary interest of the Crown in lands situate in Surrey, sold to, 77.

Shore, George, John *Patch* and John *Hidyard*, copyhold lands situate in Lincoln, enfranchised to, 78.

Shore, George Nathaniel, interest of the Crown in lands in Devon, sold to, 73.

Shotley Bridge Road. See *Derwent*, &c.

Shrahie (Mayo), unimprovable rents arising from lands in, sold, 131.

Shrimpling Park Farm (Suffolk), lease of lands and premises situate in the parish of Shrimpling, granted, 66; expenditure on account of new cattle-shed at, 151.

Shuttleworth, Richard, unimprovable rents arising from property of, in Westmeath county, sold, 127.

Shyclough (Cork), unimprovable rents arising from lands in, sold, 134.

Simcox, Anna Maria, lands situate in Flint, sold to, 75.

Simpson, James Brown, and others, lease of mines and minerals at Gunton, Whiteaside, Harkaside, Summerlodge and Cogden (York), granted to, 66.

Skehannagh (Galway), unimprovable rents arising out of lands situate in, sold, 132.

Skeresby

Skeresby (Lincoln). See *Martin, Thornton* and *Skeresby*.

Skrimshire, F. C., balance in his hands as receiver for the Isle of Man, 176.

Slade, Rev. James, &c., unimprovable rents arising out of premises situate in Chester, sold to, 81.

Slater, Thomas, monies due to the Crown by, in respect of rents in his charge as receiver of land revenue for Middlesex, 98.

Sleaford (Lincoln), unimprovable rent arising out of chantry lands at, sold, 84.

Sligo Collection, abstract of quit, &c., leasehold and other rents in this collection, amount received within the year, &c., 136, 137.

Sligo County, unimprovable rents arising out of property in, sold, 124. 131.

Smedley, Joseph, particulars of conveyance to, of the Crown's interest in part of the encroachments from the wastes of Staunton Manor, 110.

Smith, James, lease of lands and premises in the manor and parish of Egham (Surrey), granted to, 66.

Smith, John, unimprovable rent arising out of a stable in Lichfield (Stafford), sold to, 85.

Smith, William, particulars of the sale of part of the burial-ground of St. Andrew's Cathedral (Fife), to, 118.

Somerville, Right hon. William Meredith, Bart., Henry Frederick *Stephenson* and John *Benbow*, unimprovable rents arising out of the township of Scoresby (York), sold to, 86.

Southampton County, particulars of grant of lease of Decoy Pond Farm (New Forest), situate in, 102; particulars of conveyances of parts of waste of New Forest, situate in, 103; schedule of free grant by Her Majesty of part of waste of New Forest, as a site for a school at Burley, 103.

South Eastern Railway Company, interest of the Crown in lands situate in Sussex, sold to, 77.

Southelmham (Suffolk), unimprovable rents arising out of lands in, sold, 86.

Southend Meadow (Kent), rents put in charge of the receiver of land revenue for Kent arising out of the purchase of this property, 93; amount expended in the purchase thereof, 141.

South Ferriby. See *Ferriby, South*.

Southwell and *Upton* (Nottingham), unimprovable rents arising out of lands in, sold, 85.

Southworth, Edward, unimprovable rents arising from property of, in Sligo County, sold, 131.

South Urge Manor (Radnor), amount of profit derived therefrom, 146.

Spellman, Erasmus, unimprovable rents arising from property of, in Galway county, sold, 126.

Spence, James, balance in his hands, as the late receiver for Orkney, 176.

Spence, John, balance in the hands of, as receiver for Orkney, 176.

Spencer, George. See *Settree* Henry, &c.

Spital Road (Windsor), rents put in charge of the receiver of land revenue for Berks, arising out of the purchase of land, in, 93.

Sragh, alias *Shragh*, alias *Allune* (Galway), unimprovable rents arising out of lands in, sold, 132.

Stafford, unimprovable rent arising out of a stable in, sold, 85.

Standfast and *Royal Engine Gale* (Dean Forest), particulars of license granted to George Morris Morse, to form a tramway in Dean Forest for carrying on works connected herewith, 106.

Stanhow, Henry, unimprovable rents arising from property of, in Armagh county, sold to, 127.

Stanley, Hon. William Owen, monies due from him to the Crown, in respect of rents, his charge as receiver of land revenue for Anglesey, 95.

Stanton-under-Barden (Leicester), monies due to the Crown at, in respect of rents in charge of the receiver of land revenue, 97.

Stapleford Hall Farm (Essex), monies remitted from, in respect of rents in charge of receiver of land revenue, 99.

Staughton, Great, Estate (Hunts), expenditure on account of the manor Farm at Great Staughton, 151.

Staunton Manor (Gloucester), report relative to conveyances of the Crown's interest in parcels of land, situate in, 24; conveyance of a chief or quit rent, in, *ib.*; particulars of 43 conveyances to certain persons of the interest of the Crown in several pieces or parcels of land, situate in the manor of Staunton, in the county of Gloucester, being encroachments from the wastes of the said manor, 109; schedule of conveyance of a chief or quit-rent in the manor of Staunton, to Henry Gosling, 111.

Stealt and Lisscanny (Galway), unimprovable rents arising from lands of, sold, 125.

Stearn, Charles. See *Girling*, John Bullock.

Stephenson, Henry Frederick. See *Somervill*, Sir William Meredith, Bart., &c.

Stephenson, W. H., Treasury Letter from, to the Honourable C. Gore, dated 4th January 1854, authorizing the Sale of the Crown feu duties in Orkney, 116.

Stevens, William, and others, lands in Sussex, purchased from, 87.

Stevens, John, Executors of, rents put in charge of the receiver of land revenue for Sussex, arising out of the purchase of land therein, from, 93.

Stewards of Manors, amount expended in salaries and per-centage of, during the past year, 147; amount of incidental expenses on account of, *ib.*; balances due by or owing to the several stewards of manors, on 1st April 1854 and 31st March 1855, 177.

Stirling County, expenditure on account of Crown estates in, 153.

Stone, J., balance in his hands, as deputy steward of the manor of Portland (Dorset), 177.

Stone, Robert, lease of premises situate at Castletown, in the Isle of Portland, granted to, 56.

Stopford, Captain J. See *Dillon*, Colonel Carey.

Stothard, John, abstract of quit, &c., leasehold and other rents received from, as collector of, for Birr, 136, 137.

Stow Manor (Lincoln), letter from Right honourable Charles A. Gore to the Lords of the Treasury, dated 10th August, relative to the purchase of this manor, 88, 89.

See also *Billingborough* Estates.

Stowe Manors (Lincoln), particulars of the purchase of, 11, 12.

Strade (Mayo), unimprovable rents arising from lands at, sold, 131.

Street Field (Suffolk), piece of land in the parish of Brundish, so called, sold, 68.

Stretton (Warwick), unimprovable rents arising out of lands in, sold, 86.

Stride, James, and others, monies due to the Crown by, in respect of rents in their charge as receivers of land revenue for Cardigan, 95.

Stromness Parish (Orkney), return, showing the amount of land, rents and feu duties, as applicable to 1831, arising out of, 28; existence of commons in; steps taken for the division and inclosure, &c., of the same, 28, 29; amount realized by the sale of allotments, 30.

Strood (Kent), receipts derived from sale of tidal lands at, 140.

Sturt,

Sturt, Henry Charles, unimprovable rents arising out of lands in Dorchester, sold to, 83.

Sudbrook Park (Surrey), receipts from sales of produce off this estate, 150.

Suffolk, leases granted therein, 3. 66; particulars of sale of land in Brundish parish (Suffolk), 8. 68; portions of Crown land situate in, sold by private contract, 8. 77; particulars of the sale of Chantry and St. Edmund's Farm, situate in, 9, 10.

Unimprovable rents arising out of lands and tenements in, sold, 85.

Rents discharged from receiver of land revenue for the county of Suffolk, on account of sale of lands, 94; balance in the hands of the receiver of land revenue for, 176.

Amounts derived from sale of estates, &c. in, 140; expenditure on account of Crown estates, 151; receipts on account of interest of purchase monies of estates, sold, 154.

Sullivan, Dermott, unimprovable rents arising from property of, in Cork county, sold, 133.

Sullivan, Timothy, unimprovable rents arising from property of, in Tipperary county, sold, 129.

Summerlodge (York), lease of mines and minerals at, granted, 66.

Sumner, William Holme, lease of ground suitable for a militia depôt at Richmond (Surrey), granted to, 64.

Sunk Island, expenditure on account of Sunk Island and Sunk Island roads, 151; account showing receipt and expenditure on account of Sunk Island church, 186, 187; balance due by the trustees of Sunk Island roads, for advances out of capital under the Act 15 & 16 Vic. c. 45, 145.

Sunk Island Church, amount paid for power to transfer stock, to the minister of, 178.

Sunnagh Estate (Galway), table showing the acreage, rental and tenure of, 36; particulars relative to the negotiation for the sale of these lands to the Crown, 42.

Superannuation and Compensation Allowances, receipts on account of deductions from salaries, in the year ended 31st March 1855, 154.

Surplus Teinds (Scotland), schedule of sales of surplus teinds in Scotland, 118.

Surrey, particulars of leases granted in the county of Surrey, 3. 64–66; portions of Crown land sold by private contract, 8; particulars relative to the enfranchisement of copyhold or customary properties, held of Egham and Richmond Manors, 10; enfranchisement of copyhold estates, held of the manor of Esher (Surrey), 10. 81; reversionary interest of the Crown in lands, situate in, sold, 77. 80.

Receipts derived from sale of lands in this county, 140; amount derived from enfranchisement of copyhold premises, holden of the manors of Egham, Esher, and Richmond, 142; receipts from sales of produce of the Crown estates in this county, 150; expenditure on account of Crown estates, 151.

Balance in the hands of the steward of Richmond Manor, 177; balance in the hands of the steward of Egham Manor, *ib.*

Surveys, &c., expenditure incurred thereon during the past year, 141. 147.

Sussex, portions of Crown land situate in, sold by private contract, 8; particulars of sale of land to the Burial Board for the parish of Cuckfield, Surrey, 10; interest of the Crown in lands situate in, sold, 77; lands situate at Fulking, purchased, 87; expenditure on account of this purchase, 141; receipts from sales of produce of the Crown estates in this county, 150; expenditure on account of Crown estates in, 151.

Rents put in charge of the receiver of the land revenue for, arising out of lands purchased therein, 93;

Sussex—continued.

monies remitted in respect of rents in charge with the receiver of land revenue, 100; balance in the hands of the steward, &c., for Poynings, &c. Manors, situate in, 177.

Sutton Grange Estate (York), receipts from sales of produce off this estate, 150.

Sutton, William Lucas, unimprovable rents arising out of lands in Wolscote (Suffolk), sold to, 86.

Swartaquoy Farm (Orkney), reference to the allotment and sale of this property in 1846, 29; amount realized by the sale, *ib.*

Sychnant Farm (Merioneth), account of expenditure for facing part of the Mountain Fence, 151.

Symonstowne Finway (Louth), unimprovable rents arising from lands in, sold, 131.

T.

Tacon, Joseph, and Lionel *Kerry*, unimprovable rents arising out of lands in Wingfield (Suffolk), sold to, 86.

Taghmon. See *Tumon.*

Tallaghane (Monaghan), unimprovable rents arising from lands in, sold, 123.

Tallenadough (Monaghan), unimprovable rents arising out of lands in, sold, 123.

Talley (Carmarthen), lease of land and premises situate at, granted, 54; encroachments from the common wastes of the Crown's manor of, sold, 71; amount derived from the sale of Pantygarreglwyd lands, 140; amount of profit derived from, 146.

Tallyganny. See *Killmaguer.*

Tanymore (Mayo), unimprovable rents arising out of, sold, 128.

Tan-yr-Allt Tenement (Denbigh), unimprovable rents arising out of, sold, 83.

Tarrant, Harman, abstract of quit, &c. leasehold and other rents received from, as collector of, for Athlone, 136, 137.

Tartaine. See *Artaine.*

Tart, Robert, monies due to the Crown by, in respect of rents in charge of receiver of land revenue for Carnarvon, 95.

Taw River, particulars of sale of part of the foreshore of, 9; interest of the Crown in lands, being part of the foreshore of the, sold, 73.

Tay River, particulars relative to the sale of part of the shore-ground thereof, 27, 117.

Teinds, schedule of sales of surplus teinds in Scotland, 118; total sum produced by the sale of, 142; purchase-monies of, returned to certain of the Caldhame feuars in Brechin parish, 143.

Templemayler. See *Lisdorane.*

Teulon, S. S., balance in his hands, imprest on account of plans, &c. of various estates, 177.

Teramorean and Amneba (Monaghan), unimprovable rents arising from lands in, sold, 123.

Terreneny (Mayo), unimprovable rents arising out of, sold, 122.

Terrowcane, alias *Troghane* (Galway), unimprovable rents arising from lands in, sold, 126.

Terry, John, abstract of quit, &c. leasehold and other rents received from, as collector for Newry, 136, 137.

Terrykillin. See *Bodelagh.*

Thames, River, part of the shore and bed of, sold, 74. 76; interest of the Crown in two aytes of, situate at Richmond, enfranchised, 80; amount derived from sale of foreshore of the river, in the parishes of Leigh and Prittlewell (Essex), 140; balance due on account of expenses connected with the Thames embankment from Westminster to Blackfriars, 179.

Thomas, David, land in Carnarvon, sold to, 71.

Thomas, James, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 111.

Thomas, Lewis, lands and premises in Carnarvon and Denbigh sold to, 71.

Thomas, William, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 109.

Thomond, Earl, unimprovable rents arising from property of, in Clare County, sold, 119.

Thompson, Richard, lands in Denbigh sold to, 72; unimprovable rents arising out of land and premises situate in Denbigh, sold to, 82.

Thomson, W., balance in the hands of, as Deputy Surveyor of Chopwell Woods, 176.

Thorburn, John, abstract of quit, &c., leasehold and other rents received from, as collector for Naas, 136, 137.

Thorngate, James, tabular form showing the acreage, annual rent, &c., of the lands of Irvilloughtragh and Boughill, sold to, 49.

Thornton Briggs Estate (York), account of expenditure for new buildings, repairs, &c., 151.

Threckingham Parish (Lincoln), particulars relative to the purchase of Lord Fortescue's estates, 11.

Thurston (Suffolk), unimprovable rents arising out of lands in, sold, 86.

Thurston, T., balance in his hands as surveyor of Hainault Forest, 178.

Tilson, Thomas, Assignee of Arthur *Ardagh*, unimprovable rents arising from property of, King's County, sold to, 127.

Tipperary County, unimprovable rents arising out of property in, sold, 123. 129. 133.

Tippins, Benjamin, particulars of conveyance to, of the Crown's interest in part of the encroachments from the wastes of Staunton Manor, 109.

Tippins, Nathaniel, particulars of conveyance to, of the Crown's interest in a part of the inclosures from the wastes of Staunton Manor, 110.

Tippins, Richard, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Tirrerill (Sligo), unimprovable rents arising from lands in the barony of, sold, 124.

Tobberboyfaghy and Crone (Mayo), unimprovable rents arising out of, sold, 130.

Tobberbur (Dublin), unimprovable rents arising from lands in, sold, 123.

Tocallen. See *Tullyallen*.

Tomes, Fisher, unimprovable rents arising out of lands in Warwick, sold to, 86.

Tookey and Pullen. See *Crane*, &c.

Toone, Francis Hastings, unimprovable rents arising out of lands in Cork County, sold to, 128.

Tooreenclassagh Townland (Kingwilliamstown Estate), table showing the acreage, number of tenancies and annual rents, 46; tabular form showing the acreage, annual rent, and price at which sold, of lands at, 49.

Tooreenglanahee Townland (Kingwilliamstown Estate), table showing the acreage, number of tenancies, and annual rents, 46; tabular form showing the acreage, annual rent and price at which sold, 49.

Torridge River (Devon), particulars of sale of parts of the foreshore, 9. 73, 74; receipts derived from the sale of portions of the foreshore of the river, 140.

Tower Manor (Lancaster), amount of profit derived from, 146.

Tower of London, unimprovable rents arising out of the Victualling Office, sold, 84.

Towerboyfaghy and Cerne (Mayo), unimprovable rents arising from lands in, sold, 130.

Townely, Henry, unimprovable rents arising from property of, in Louth County, sold, 131.

Trallwyn for Erw Gôch Tenement (Denbigh), unimprovable rents arising out of, sold, 83.

Tranlongee (Cork), unimprovable rents arising from lands in, sold, 124.

Trawsfynydd (Merioneth), lease of mines and minerals in the parish of, granted, 58.

Trean (Galway), unimprovable rents arising out of, sold, 124.

Treome (Galway), unimprovable rents arising from lands, sold, 125.

Troghane. See *Terrowcane*.

Trotter, Thomas Birt, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton Manor, 110.

Trowse (Norfolk), unimprovable rents for lands of St. Giles' Hospital, sold, 85.

Tullaghnehesky (Galway), unimprovable rents arising from lands in, sold, 132.

Tullanelike and Dermofemola (Galway), unimprovable rents arising from lands in, sold, 132.

Tullyallen, alias *Tocallen* (Cavan), unimprovable rents arising out of this manor, sold, 124.

Tumon, alias *Taghmon* (Westmeath), unimprovable rents arising out of property at, sold, 129.

Twohill, Dr., tabular form showing the acreage, annual rent, &c. of the lands of Cariganes, sold to, 49.

Tyaquin (Galway), unimprovable rents arising from lands in the barony of, sold, 124.

Tyn-y-ffrid (Denbigh), lease thereof granted, 56.

Tyn-yr-Efel Tenement (Denbigh), unimprovable rents arising out of, sold, 83.

Tyrawly (Mayo), unimprovable rents arising from lands in the barony of, sold, 119. 130, 131.

U.

Uchaf and Isaph Hundred (Carnarvon), amount of profit derived from, 146.

Ugre, South, Manor (Radnor). See *South Ugre* Manor (Radnor).

Unavailable Balances, statement of unavailable balances due on 31st March 1855, 182.

Under Hill or *Lower Ware* Farm (Devon), interest of the Crown in part of the seashore so called, sold, 73.

Undisposed Lands (Ireland), particulars respecting the rents of, 33.

Unimprovable Rents, unimprovable rents payable to the Crown, in Ireland, sold, amounting to 601 *l.* 8 *s.* 6½ *d.* per annum, the consideration monies for which have amounted to 16,833 *l.* 6 *s.*, 35; account thereof, which have been sold between 31 March 1854 and 31 March 1855, and purchase money paid, 81–86; schedule of monies remitted in respect to any in charge with the receivers of land revenue, 100, 101; schedule of sales of all perpetual and unimprovable rents payable to the Crown, in Ireland, 119; total sums derived from the sale of unimprovable rents, &c., in England and Wales, and in Scotland and Ireland, 142.

Uplyme Parish (Devon), interest of the Crown in lands sold, 73; rents discharged from the receiver of land revenue for Devon, on account of sale of lands at, 94; receipts derived from the sale of the foreshore near Lyme Regis, 140.

Upper Bakewell. See *Bakewell, Upper and Lower*.

Upper Bilson (Dean Forest), particulars of conveyance of Crown's interest in land situate near, 107.

Upper Havering, otherwise *Gobions*, Manor (Essex), particulars relative to the purchase thereof, 12.

Upper Mignant Mountain (Merioneth), lease of mines and minerals on the, granted, 68.

Uppleby, C., and J. *Wilkinson*, balances in their hands, as lessee and deputy steward of the manors of Barton, Barrow, and Goxhill (Lincoln), 177.

Upton (Nottingham). See *Southwell*, &c.

Uwchdulas, Hundred of (Denbigh), unimprovable rents arising out of tenements on the rental for, 82.

Uwchgorfai, Hundred of (Carnarvon), lease of quarries, &c. in, granted, 54; encroachments from the common wastes of, sold, 71; amount of profit derived from, 146.

V.

Vansittart, Arthur. See *Bedborough*, James Thomas, &c.

Varcoe and others, amount lodged by them in respect of damage which may be done from mining operations, 178.

Vaughan, Owen, unimprovable rents arising from property of, in Mayo County, sold, 130.

Verdonstowne (Louth), unimprovable rents arising out of, sold, 131.

Victoria Doch Company, balance in hand for surveyor's charges connected therewith, 177.

Victoria Park, particulars relative to an exchange of part thereof, for an adjoining parcel of land, 13; particulars relative to the purchase of, granting of leases for building purposes in exchange of portion of, &c., 17, 18; rents put in charge of receiver of land revenue for Middlesex, arising out of the purchase of ground near, 93; cost of a specimen of wood fence on building ground near, 151.

Vigra and Clogan Gold Mine (Merioneth), monies due to the Crown from, in respect of rents in charge of receiver of land revenue, 98.

Vinor, Sir Robert, unimprovable rents arising from property of, in Mayo County, sold, 133.

W.

Waddington, Joseph, unimprovable rents arising out of tenements in St. Peter's Ward, Hertford, sold to, 84.

Waen Dullog (Denbigh), unimprovable rents arising out of lands in, sold, 82.

Waen Twysog, Hundred of Isalet (Denbigh), unimprovable rents arising out of the tenement of, sold, 82.

Wales, total amount derived from sales of encroachments in Wales, 142; balance in the hands of the receiver of land revenue for, 176.

Walker, Josph, unimprovable rents arising out of lands in South Ferriby (Lincoln), sold to, 84.

Wallasey Local Board of Health. See *Pollard*, J. and G.

Wallis, P., balance due to him, as deputy steward in the manor of Railton (Cornwall), 177.

Walls Parish (Orkney), return showing the amount of land, rents and feu duties, as applicable to 1831, arising out of, 28; existence of commons in the parish, steps taken for the division, inclosure, &c., of the same, 28, 29.

Walpole, the Hon. F., and another, monies due to the Crown by, in respect of rents in their charge, as receiver of land revenue for Merioneth, 97.

Waltham Forest, conveyance of part of this forest, situate in the parishes of St. Mary's, Leyton, and Wanstead, adverted to, 27; schedule thereof, 113; particulars of conveyance to R. Hallet of the forestal rights of the Crown over Knighton Wood, 112; amount derived from sale of forestal rights in, 144; receipts and expenditure on account thereof, in the year ended 31 March 1855, 172, 173.

Walton-cum-Membris, West, Hundred (Norfolk). See *West Walton-cum-Membris* Hundred (Norfolk).

Wandersknowe (Scotland), particulars of the sale of the surplus Crown teinds payable out of, 118.

Wanstead Parish (Essex), particulars relative to conveyance of part of Waltham Forest, situate in, 27.

See also *Mary's, St., Leyton*, &c.

Ward, Sarah, monies due to the Crown by, in respect of rents in her charge as receiver of land revenue for Leicester, 97.

Wardell, Richard Steward. See *Browne*, John William Barrington.

Warplocks (St. Michael's Parish, Suffolk), unimprovable rents arising out of, sold, 86.

Warrenstown (Louth), unimprovable rents arising out of lands at, sold, 131.

Warwick, Earl of, and Earl *Brooke*, lease of stables in St. James's, Westminster, granted to, 60.

Warwick County, unimprovable rents arising out of lands in, sold, 86.

Waterford Collection, abstract of quit, &c., leasehold and other rents in, amount received within the year, &c., 136, 137.

Waterford County, unimprovable rents arising out of property in, sold, 119, 120.

Waterman, James, unimprovable rents arising out of St. Giles' Parish (Essex), sold to, 83.

Waterville Esher (Surrey), particulars relative to the enfranchisement of the copyhold estate of, 10.

Watson, Henry Hough, unimprovable rents arising out of lands situate at Braystone in Beess (Cumberland), sold to, 81.

Watson, Rev. John, amount of his stipend as rector of the parish church of Newborough (Northampton), 187.

Waughen Parish (York), reference to, and particulars relative to an exchange of Crown property situate in, 13. 88.

Webb, William, unimprovable rents arising from property of, in Mayo county, sold, 130.

Webster, Sir Augustus F. D. G., and another, monies due from, to the Crown, in respect of rents in their charge as receivers of land revenue for Merioneth, 98.

Welby, Sir Glynne Earle, Bart., unimprovable rents arising out of land in Wigsley (Nottingham), sold to, 85.

Wellington Pier (Yarmouth), interest of the Crown in lands for the site of, sold, 76.

Wells, George, Chantry Farm, situate in Brundish and Tannington parishes (Suffolk), sold to, 77.

Wenllan, Lordship of (Denbigh), monies remitted from, in respect to fee-farm and other unimprovable rents, in charge with the receiver of land revenue, 101.

Wentworth House, lease of house in the parish of West Sheen (Surrey), granted, 64.

Westbury Brook Branch Tramway (Dean Forest), particulars of license granted for forming a tramway over waste of Dean Forest from, to a pit on Dean's Meend, near Wigpool, 105.

West Deeping Manor (Lincoln), amount of profit derived from the manor, 146.

Westleigh and *Bideford* Parishes (Devon), interest of the Crown in a piece of the beach of the river Torridge adjacent to the parishes of, sold, 73.

Westmeath County, unimprovable rents arising out of property in, sold, 127, 128, 129.

West Middlesex Waterworks Company, interest of the Crown in copyhold lands situate in the parish of Hampton, enfranchised to, 79.

Westminster (Middlesex), leases of houses and land granted in, 60–62.

Westminster Improvements, Commissioners of, balance in hand for legal expenses, 179.

Westminster, Liberty of, lands and premises in, sold, 76.

Westminster New Bridge Bill, balance in hand for legal expenses of, 179.

Westminster Ophthalmic Hospital, report of the Commissioner on, and particulars relative to the sale of, 9. 76.

Westowne (Dublin), unimprovable rents arising from lands in, sold, 123.

West Sheen, Richmond (Surrey), interest of the Crown in a piece of copyhold land holden of the manor of Richmond, otherwise West Sheen, 80.

West Walton-cum-Membris Manor (Norfolk), amount of profit derived from, 146; balance in the hands of the steward for, 177.

Weston Roper, lease of premises at Castletown, in the Isle of Portland, granted to, 56.

See also *Dodson, Philip*.

Wexford Collection, abstract of quit, &c. leasehold and other rents in, amount received within the year, &c., 136, 137.

Wexford County, unimprovable rents arising out of property in, sold, 128, 129.

Wexford Harbour, particulars relative to the sale of lands situate at the south side of the harbour to the Wexford Harbour Embankment Company, 50. 135; amount derived from sale of the slob or mud lands on the south side of the harbour, 142.

Whelpton, Rosamond, unimprovable rents arising out of Middle Raisin (Lincoln), sold to, 84.

Whiddy Island (Cork), unimprovable rents arising from lands in, sold, 134.

Whiteaside (York), lease of mines and minerals at, granted, 66.

Whitehall Place, expenditure on account of repairs, &c. in the rear of premises, No. 1, Whitehall Place, 151.

White Hart Lane (Harwich), lands and premises situate at the corner of, purchased, 87; rents put in charge of receiver of land revenue, arising out of the purchase of land situate at the corner of, 93.

White, B., balance in his hands as collector of the Portland stone dues (Dorset), 177.

White, E. M., balance in the hands of, as receiver of Middlesex, &c., 176.

White, Henry, unimprovable rents arising from property of, in Mayo county, sold, 128.

Whitney, Thomas Annesley, unimprovable rents arising out of lands in Sligo county, sold to, 124.

Whittlewood Forest, receipts and expenditure on account thereof, in the year ended 31 March 1855, 166, 167. 184, 185.

Wicklow, table showing the acreage, rental and tenure of the estates of the Crown in, 36.

Wigelsworth, J., abstract of quit, &c. leasehold and other rents received from, &c. as collector for Limerick, 136, 137.

Wight, Isle of, expenditure on account of Crown estates in, 151.

Wigpool Gale (Dean Forest). See *Belt*, &c.

Wigsley (Nottingham), unimprovable rents arising out of, sold, 85.

Wilby Parish (Suffolk). See *Brundish* and *Wilby* Parishes (Suffolk).

Wilkin, W., balance in the hands of, as receiver for Chester, &c., 176.

Wilkinson, J. See *Uppleby*, C.

Wilkinson, Rev. John Brewster, Rev. John *Holmes*, Edgar *Woolward*, and Jonathan *Howlett*, unimprovable rents arising out of lands situate in Suffolk, sold to, 86.

Williams, Edward, unimprovable rents arising out of a house in St. Martin's Parish (Essex), sold to, 83.

Williams, Edward, and Robert *Williams*, lands situate in Flint, sold to, 75.

Williams, Griffith, William *Thomas*, David *Roberts* and John *Hughes*, lease of mines and minerals in Llanengan parish, Carnarvon, granted to, 54.

Williams, James Walker, lands and premises in the county of Bucks, sold to, 70.

Williams, William, interest of the Crown in lands in Devon, sold to, 73.

Williams, William, and Lewis *Lloyd*, lease of mines and minerals at Prestyl Gamalt (Carnarvon) granted to, 54.

Wilson, James, Treasury Letter from, to the Honourable C. Gore, dated 25 August, nominating Sir James Campbell deputy surveyor of Dean Forest and Highmeadow Woods, 104.

Windsor, rents put in charge of receiver of land revenue for Berks arising out of the purchase of land in, 93; monies remitted from, in respect of rents in charge with the receiver of land revenue, 99; receipts from the sale of lands in the parish of, 140; amount expended in the enfranchisement of a brick-field, 104. 141; account of expenditure for removal of a cottage from the Home Park to Clay Hall Farm, 151; expenditure for new roads, *ib.*; expenditure for repairs of cottages, *ib.*

Windsor Forest and Parks, account of the receipts from Windsor Forest and Parks for the year ended 31 March 1855, 156; expenditure, 157; balance in the hands of the deputy surveyor for Windsor Great Park, 176; receipts and expenditure on account thereof, in the year ended 31 March 1855, 156, 157; total receipt of 6,539 *l.* 14 *s.* 4 *d.*, and total expenditure of 19,706 *l.* 17 *s.* 6 *d.*, 180, 181.

Windsor, Staines and Richmond Railway, balance in hand for engineering expenses, 179.

Windsor, Staines and South Western Railway, balance of lodgment for expenses of; constructing a gate and piers from Richmond Green to Kew, due to, 179.

Wingfield (Suffolk), unimprovable rents arising out of lands in, sold, 86.

Winkfield (Berks), amount received for sale of land in the parish of, 140.

Winllan (Denbigh), unimprovable rents arising out of a tenement of, sold, 82.

Wintle, William, schedule of gale of iron mine, situate in Dean Forest, granted to, 109.

Withington, Allen. See *Pressy*, George, &c.

Withington, Arthur Harding. See *Pressy*, George, &c.

Wolscote (Warwick), unimprovable rents arising out of lands in, sold, 86.

Wood, Col. Thomas, Lieut.-Colonel *Wood*, Sir John *Swinburne*, Bart., and Lewis *Powell*, Esq., land situate at the corner of Chandos Street, Westminster, sold to, 76.

Woodcock, William, particulars of the sale of part of the burial-ground of St. Andrew's Cathedral (Fife), to, 118.

Woodford and Loughton Branch (Eastern Counties Railway), particulars of conveyance of Crown's forestal rights over lands in the parishes of St. Mary's, Leyton and Wanstead (Essex), for the purposes of, 113.

Woodhouse Grange Estate (York), receipts from sales of produce off this estate, 150; account of expenditure for new buildings, fencing, draining, &c. on this estate, 151.

Woodhouse, Rev. Gervas Harvey, interest of the Crown in certain copyhold lands situate in Lincoln, enfranchised to, 78.

Woodlands, receipts from, for the year ended 31 March 1855, 158; expenditure, 159.

Woodside Gale (Dean Forest), particulars of license granted for forming a tramroad over the waste of Dean Forest for the purpose of carrying on works connected with, 105.

Woolmer Forest, reference to the report of the Committee of the House of Commons on the subject of this forest, and as to the question being raised whether it would not be advisable to sell it, 19; power obtained by Act 18 Vict. c. 16, to grant leases of the vacated lodges in such portions thereof as may be permanently vested in the Crown, and not appropriated to the growth of navy timber, 25; comparative statement, contrasting the expense of the present with the former establishment connected with, 25; receipts and expenditure on account thereof, in the year ended 31 March 1855, 164, 165.

Woolward, the Rev. John Holmes Edgar. See *Wilkinson*, Rev. John, &c.

Woorgreen Colliery (Dean Forest), particulars of lease of part of the waste of Dean Forest, for the better working of, granted, 105; particulars of license granted to John Davis to form a tramway over waste of Dean Forest, for the purpose of carrying on works connected with, 106.

Workeman, John, unimprovable rents arising from property of, in Cork county, sold, 124.

Worrall Hill (Dean Forest), particulars of conveyance in exchange for land situate near, 108.

Worth, Baron, unimprovable rents arising from property of, in Tipperary county, sold, 123. 129.

Wrench, John, unimprovable rents arising out of St. Giles' parish, Essex, sold to, 83.

Wright, William, particulars of the sale of part of the burial-ground of St. Andrew's Cathedral (Fife), sold to, 118.

Wychwood Forest, receipts and expenditure on account thereof, in the year ended 31 March 1855, 172, 173; account of income and expenditure, pursuant to Act 16 & 17 Vict. c. 36, for disafforesting this forest, 184, 185.

Wylde, John Charles, unimprovable rents arising out of land in Southwell and Upton (Nottingham), sold to, 85.

Wymondham (Norfolk), amount derived from enfranchisement of copyhold premises holden of the manor of, 142; amount of profit derived from the hundred of, 146; particulars relative to the enfranchisement of copyhold or customary properties held of Wymondham manor, 10; interest of the Crown in copyhold lands, &c. holden of Wymondham Manor, enfranchised, 79; balance in the hands of the steward, &c. for the manor of, 177.

Wymondham (Norfolk)—*continued.*

Wynn, Sir Watkin Williams, particulars of agreement entered into for the sale to him of the Crown's interest in part of the wastes of the lordship of Yale (Denbigh), 13, 14; copy of the foregoing agreement, 90, 91.

Y.

Yale, Lordship of (Denbigh), particulars relative to an agreement entered into with Sir Watkin Williams Wynn, for the sale to him of the Crown's interest in lands, part of the wastes of, 13, 14; unimprovable rents arising out of, sold, 82; copy of an agreement for the sale to Sir W. W. Wynn, Bart., of the Crown's interest, reserving the minerals, in certain waste lands in the lordship of Yale (Denbigh), 90; amount derived as profit from the lordship of, 146.

See also *Bromfield and Yale*, &c.

Yarmouth, Great, interest of the Crown in lands situate at, sold, 76.

Yeo, William, Crown's interest in lands in Devon sold to, 73.

York, particulars of leases of mines and quarries granted, 4; particulars of lease of foreshore adjacent to, granted, 4; reference to an exchange of Crown property situate in Waughen parish (York), 13; leases of pieces of sea-shore, mines, minerals, &c., granted, 66; unimprovable rents arising out of lands in, sold, 86; lands situate in Waughen parish exchanged, 88.

Rents put in charge of receiver of land revenue arising out of the purchase of lands in, 93; amount expended on the exchange of premises at Meux, 141; amount of profit derived from lead mines, &c., 150; receipts from sales of produce of the Crown estates, 150; expenditure on account of Crown estates, 151; balance due to the receiver of land revenue for, 176.

York, Henry, particulars of conveyance to, of the Crown's interest in a part of the encroachments from the wastes of Staunton manor, 109.

York, his Royal Highness the Duke of, monies due to the Crown by, in respect of rents in charge with receiver of land revenue for Middlesex, 98.

Yorke, Pierce Wynne, lands and premises in Denbigh sold to, 73.

Youghall (Cork), unimprovable rents arising from lands in the liberties of, sold, 129.